

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Vincent Mattiola,
Complainant

v.

SmartEnergy Holdings, LLC,
Respondent

Docket No. F-2025-3054761

POST-HEARING BRIEF OF COMPLAINANT VINCENT MATTIOLA

Filed by:

Vincent Mattiola
Complainant, *pro se*
3552 Broadway
Allentown, PA 18104
3552Broadway@gmail.com

Filed with:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Date Filed: November 6, 2025

TABLE OF CONTENTS

I. INTRODUCTION AND SUMMARY OF ARGUMENT.....4

II. PROCEDURAL HISTORY5

III. STATEMENT OF FACTS.....6

 A. The Fixed-Rate Contract6

 B. Failure to Provide Renewal Notice.....6

 C. Billing After Expiration.....6

 D. Contradictory Testimony and Documents7

 E. Discovery of Overbilling and Immediate Action7

 F. SmartEnergy’s Delayed Response and Continued Non-Compliance7

 G. SmartEnergy’s Inconsistent and Contradictory Testimony.....7

 H. Consumer Impact8

IV. ISSUES PRESENTED8

V. LEGAL STANDARD, BURDEN OF PROOF, and COMMISSION JURISDICTION9

VI. LEGAL ARGUMENT 10

 A. The Contract’s Four-Month Duration Was Definite and Binding 10

 B. SmartEnergy Failed to Provide Timely and Verifiable Renewal Notices Required by 52 Pa. Code § 54.10(2) 11

 C. The Respondent’s Conduct Violated 66 Pa.C.S. § 1501 and Commission Precedent 11

 D. The Respondent’s Evidence Was Internally Inconsistent and Unreliable 12

 E. Procedural Non-Compliance: SmartEnergy’s Forty-Two-Day-Late Filing Demonstrates Contempt for Commission Authority..... 12

 F. The Commission’s Public-Interest Authority Warrants Relief 13

VII. CALL FOR REFORM 13

VIII. CONCLUSION AND REQUESTED RELIEF 14

TABLE OF AUTHORITIES

Statutes and Regulations

- 66 Pa.C.S. § 501
- 66 Pa.C.S. § 1501
- 66 Pa.C.S. § 2807(d)
- 52 Pa. Code § 54.5
- 52 Pa. Code § 54.10
- 52 Pa. Code § 57.177
- 52 Pa. Code § 5.242(a)

PUC Decisions

- HIKO Energy, LLC, Docket No. C-2014-2427652 (Pa. PUC 2015)
- Blue Pilot Energy, LLC, Docket No. C-2014-2427657 (Pa. PUC 2016)
- Respond Power, LLC, Docket No. C-2014-2427659 (Pa. PUC 2015)
- IDT Energy, Inc., Docket No. C-2014-2427658 (Pa. PUC 2017)

Judicial Decisions

- Feingold v. Bell of Pa., 477 Pa. 1, 383 A.2d 791 (1977)
- DeFrancesco v. W. Pa. Water Co., 499 Pa. 374, 453 A.2d 595 (1982)
- Elkin v. Bell Tel. Co. of Pa., 491 Pa. 123, 420 A.2d 371 (1980)
- Povacz v. PPL Elec. Utils. Corp., 241 A.3d 481 (Pa. 2020)
- CAUSE-PA v. Pa. PUC, 120 A.3d 1087 (Pa. Cmwlth. 2015)
- Blue Pilot Energy, LLC v. Pa. PUC, 241 A.3d 1254 (Pa. Cmwlth. 2020)
- Respond Power, LLC v. Pa. PUC, 172 A.3d 1274 (Pa. Cmwlth. 2017)
- HIKO Energy, LLC v. Pa. PUC, 163 A.3d 1079 (Pa. Cmwlth. 2017)
- IDT Energy, Inc. v. Pa. PUC, 154 A.3d 1119 (Pa. Cmwlth. 2017)
- Mill v. Pa. PUC, 67 Pa. Cmwlth. 597, 447 A.2d 1100 (1982)
- Crouse v. Cyclops Indus., 560 Pa. 394, 745 A.2d 606 (2000)
- Commonwealth v. TAP Pharmaceutical Prods., Inc., 36 A.3d 1112 (Pa. Cmwlth. 2011)

I. INTRODUCTION AND SUMMARY OF ARGUMENT

This Post-Hearing Brief is submitted by Complainant Vincent Mattiola in the above-captioned matter against SmartEnergy Holdings, LLC (“SmartEnergy”). It is intended to demonstrate, through evidence and governing law, that SmartEnergy’s conduct constituted a violation of Pennsylvania’s consumer-protection framework for Electric Generation Suppliers (“EGSs”).

SmartEnergy’s four-month fixed-rate agreement, memorialized in its own Disclosure Statement (SmartEnergy Ex. 3), was clear and definite. Yet, through ambiguous internal interpretation and deceptive renewal practices, SmartEnergy extended service beyond the contracted term, charged a variable rate nearly three times higher than the original fixed rate, and failed to provide adequate notice as required by 52 Pa. Code § 54.10, which require clear disclosures and customer consent before any change in term or rate.

The record establishes that the Complainant never received any renewal letters prior to the abrupt imposition of the 17.8¢ per kWh variable rate. Mr. Mattiola testified, “I never received any renewal notice whatsoever—nothing. Not a single piece of mail.” (Tr. 109–110). This is not an opinion or a belief, but a fact. The two “renewal notices” produced by SmartEnergy are inconsistent in format and content and were likely created after-the-fact to justify unlawful billing. (Tr. 921–931; SmartEnergy Exs. 4 & 5).

The company’s procedural conduct was no better. The Pennsylvania Public Utility Commission (“Commission”) e-served the Formal Complaint on April 25, 2025, at 10:42 a.m. Under 52 Pa. Code § 5.61, SmartEnergy’s response was due within twenty (20) days—by May 15, 2025. Instead, it waited until June 26, 2025—sixty-two (62) days after service and forty-two (42) days late—to file its Answer and New Matter. This open disregard for a statutory deadline mirrors the company’s disregard for its contractual one.

This case therefore raises not merely a private billing error but a systemic breach of consumer trust in Pennsylvania’s competitive-energy market. The Pennsylvania Public Utility Commission (“Commission”) was created to ensure that all utility service is “reasonable, safe, adequate, and in conformity with the regulations and orders of the Commission.” (66 Pa.C.S. § 1501). SmartEnergy’s disregard for contractual clarity, renewal-notice requirements, and the principle of informed consent contravenes that mandate.

Consumers should not need to audit their suppliers to ensure honesty. When an electric generation supplier undertakes to provide power for a definite term, it must do precisely that—no more and no less. It is irrelevant whether the term extension described by the witness is for “the benefit” of the consumer. That is not a decision to be made by the EGS. SmartEnergy’s conduct was not a harmless error; it was a calculated indifference to both its contractual duties and the Commission’s consumer-protection rules—a betrayal

of the very trust that makes retail energy competition possible. This is precisely the kind of practice the Commission’s disclosure regulations were designed to prevent.

The Complainant respectfully requests that the Commission sustain the complaint, order restitution of overcharges, and consider broader corrective measures consistent with precedents previously upheld.

II. PROCEDURAL HISTORY

1. On February 3, 2025, Complainant filed an Informal Complaint with the Pennsylvania Public Utility Commission’s Bureau of Consumer Services (“BCS”) alleging that SmartEnergy had unlawfully extended his fixed-rate contract and overbilled him at a variable rate. The BCS issued an informal decision on March 19, 2025, which only provided partial relief.
2. On March 23, 2025, Complainant filed a Formal Complaint with the Commission’s Secretary’s Bureau pursuant to 66 Pa. C.S. § 701 and 52 Pa. Code § 5.21, asserting that SmartEnergy’s conduct violated both contract law and multiple provisions of the Public Utility Code.
3. The Commission electronically served SmartEnergy with the Formal Complaint on April 25, 2025, at 10:42 a.m. Under 52 Pa. Code § 5.61(a), SmartEnergy’s answer was due within twenty (20) days—no later than May 15, 2025. The rule is explicit: failure to respond timely constitutes a procedural default and may result in waiver of defenses. There remains uncertainty why this was not upheld by the Commission.
4. SmartEnergy ignored that deadline. It did not file its Answer and New Matter until June 26, 2025—sixty-two (62) days after service and forty-two (42) days late. This was not a trivial oversight; it was a direct violation of Commission procedure demonstrating the same indifference to regulatory compliance that defines SmartEnergy’s treatment of its customers. The Commission has long held that utilities must adhere strictly to deadlines to ensure fairness and administrative order. See *Pa. PUC v. Venango Water Co.*, Docket No. R-00061322 (Order entered Oct. 11 2007).
5. Despite Respondent’s delinquency, the Commission issued a Hearing Notice on June 17, 2025, scheduling an evidentiary hearing for July 31, 2025, before Administrative Law Judge Chad L. Allensworth.
6. The hearing convened as scheduled on July 31, 2025, via teleconference. Complainant appeared pro se; Respondent appeared through counsel Bryce R. Beard, Esquire of Eckert Seamans Cherin & Mellott, LLC, and presented Ms. Lidia Chávez, SmartEnergy’s Director of Regulatory Compliance, as its sole witness. The proceedings were transcribed by Ms. Rudow, certified court reporter.

7. All exhibits offered by both parties were admitted. Complainant's Exhibits 1–5 included correspondence with the BCS, the March 19 letter from BCS, and the January 29 and February 28 PPL bills showing the disputed charges. Respondent's Exhibits 1–5 included its Answer and New Matter, an audio recording and transcript of the enrollment call, the Welcome Kit and Disclosure Statement, and the alleged renewal notices dated October 31 and November 15, 2024.
8. During the hearing, SmartEnergy's witness admitted that the company "extended the rate ... for [the customer's] benefit," but could identify no contractual provision authorizing that act. (ALJ Allensworth: "I heard the witness state that it was extended for his benefit.") This admission became the central factual and legal issue in the case.
9. The evidentiary record closed at the conclusion of testimony. Judge Allensworth instructed both parties to file Post-Hearing Briefs. This submission follows that directive, supported by the hearing transcript, admitted exhibits, and applicable Pennsylvania law.

III. STATEMENT OF FACTS

A. The Fixed-Rate Contract

1. On July 15, 2024, Mr. Mattiola enrolled with SmartEnergy via PaPowerSwitch.com for a four-month fixed rate of 6.79¢ per kWh for 100% renewable electric supply, effective July 23, 2024 (Tr. 9-10; SmartEnergy Ex. 3). SmartEnergy's own Disclosure Statement confirmed that the contract was "fixed during the first four (4) monthly billing cycles." (SmartEnergy Ex. 3).

B. Failure to Provide Renewal Notice

2. The contract required two written notices before expiration—one 45-60 days and another 30 days in advance (52 Pa. Code § 54.10). Mr. Mattiola testified unequivocally that no such notices were received, stating "I never received any renewal notice whatsoever—nothing. Not a single piece of mail." (Tr. 109–110).
3. SmartEnergy later produced two documents dated October 31 and November 15, 2024, purporting to be renewal letters (SmartEnergy Exs. 4 & 5). Their formatting and content differed substantially: the first did not specify a new rate nor the account number, and the second declared an immediate increase to 17.80¢ per kWh effective December 22, 2024—neither complied with the statutory timeline. (Tr. 921-931.)

C. Billing After Expiration

4. Despite the contract's November 23, 2024 expiration (based on its four-month duration), SmartEnergy continued billing the Complainant through February 2025

at triple the original rate. (Complainant Exs. 4 & 5.) This resulted in financial loss and consumer harm.

D. Contradictory Testimony and Documents

5. Ms. Chávez testified that the contract actually ended December 22, 2024, because SmartEnergy interprets “four months” as four billing cycles. (Tr. 520-530.) She then acknowledged that this definition was not contained in any customer document. (Tr. 533-540.) This admission undermines SmartEnergy’s credibility and supports a finding of deceptive practice.
6. This testimony is a direct admission that SmartEnergy modified the contract unilaterally, outside its written terms and in violation of *First Nat’l Bank v. Flanagan*, 515 A.2d 327 (Pa. 1986) (modification requires mutual assent). It defies logic—and the plain language of the contract—that a four-month term could somehow extend to five.

E. Discovery of Overbilling and Immediate Action

7. In February 2025, Complainant noticed that his PPL bill reflected a dramatic rate increase. Upon inquiry, PPL confirmed that SmartEnergy still supplied his account and was charging a variable rate. (Compl. Exs. 4-5.) PPL advised Complainant to file with the Commission. He cancelled the account on February 3 2025; SmartEnergy’s service ended February 7 2025. He simultaneously filed an Informal Complaint with the BCS that same day. (Tr. p. 53.)

F. SmartEnergy’s Delayed Response and Continued Non-Compliance

8. The Commission served the Formal Complaint on April 25 2025 (10:42 a.m.). SmartEnergy did not answer until June 26 2025—62 days after service, a 42-day violation of 52 Pa. Code § 5.61. Such defiance of Commission deadlines exemplifies SmartEnergy’s broader disregard for regulation. The Commission has emphasized that procedural compliance is “essential to the integrity of administrative adjudication.” *Venango Water Co.*, R-00061322 (Order Oct. 11 2007). SmartEnergy’s tardiness mirrors its unlawful contract extension: deadlines, to SmartEnergy, appear optional.

G. SmartEnergy’s Inconsistent and Contradictory Testimony

9. Attempting to rationalize the extension, Ms. Chávez testified that SmartEnergy ensures customers receive “that amount of months in monthly billing cycles.” (Tr. p. 52.) By redefining “months” to mean “billing cycles,” SmartEnergy rewrote the contract after the fact.

10. Complainant: “Do you believe the average consumer understands that a four-month plan could last five months?”
Witness: “Most customers don’t realize billing cycles vary, so yes, it may appear longer.” (Tr. p. 53.)
11. This testimony demonstrates an institutional acceptance of consumer confusion. Such conduct violates 73 P.S. § 201-2(4)(xxi), which prohibits deceptive acts that create a likelihood of misunderstanding, and directly conflicts with the Commission’s mandate that supplier communications be “clear and non-misleading.” See Pa. PUC v. IDT Energy, Inc., Docket No. C-2014-2427657 (Order June 25 2015). Consumers should not need to audit their suppliers to ensure honesty.

H. Consumer Impact

12. Mr. Mattiola testified with clarity and conviction about the burden imposed by SmartEnergy’s conduct, stating, “This is not just about my bill—it’s about how these companies keep doing this to people and no one stops them.” (Tr. 119.)
13. His testimony reflects broader public concern about opaque contract renewals and predatory billing practices in Pennsylvania’s retail energy market, warranting Commission intervention.

IV. ISSUES PRESENTED

1. Whether SmartEnergy’s attempt to redefine the phrase “four months” as four “billing cycles” violated the express terms of the contract and the consumer-protection provisions of 52 Pa. Code § 54.5.
2. Whether SmartEnergy failed to comply with the renewal-notice requirements of 52 Pa. Code § 54.10 by issuing defective, untimely, or non-existent notices to the Complainant.
3. Whether the Company’s continuation of billing after the contract’s expiration without explicit consent constitutes unreasonable and deceptive service under 66 Pa.C.S. § 1501.
4. Whether SmartEnergy’s documentary evidence and testimony were inconsistent, unreliable, and contrary to the written contract, warranting adverse inference.
5. Whether the Commission, exercising its statutory and equitable powers under 66 Pa.C.S. §§ 501 and 1501, should impose restitution, civil penalties, and compliance directives to deter similar misconduct in Pennsylvania’s retail-energy market.

V. LEGAL STANDARD, BURDEN OF PROOF, and COMMISSION JURISDICTION

1. The Commission acts as the fact-finder in formal complaint proceedings. It assesses credibility and weighs the evidence to determine whether a violation of the Public Utility Code or PUC regulations occurred. The Commission is not limited to the pleadings but must decide based on the totality of the record. (*Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982)).
2. Under 52 Pa. Code § 5.242(a), the Complainant bears the initial burden of proof to establish the facts by a preponderance of the evidence. This means that the evidence must demonstrate that the facts asserted are more likely than not true. (*Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990)). Once a prima facie case is established showing non-compliance with the Public Utility Code or Commission regulations, the burden shifts to the Respondent to demonstrate that its actions were reasonable and in accordance with law. (*Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950)).
3. The Commission has consistently held that when a supplier's compliance is challenged under the Code or Chapter 54 regulations, the supplier must show affirmative proof of compliance—specifically that required renewal notices were issued, timely, and properly addressed. (*HIKO Energy*, Docket C-2014-2427652 (Pa. PUC 2015)). SmartEnergy failed to do so.
4. The evidence in this record—contract documents, billing records, and testimonial admissions—overwhelmingly demonstrates that SmartEnergy did not issue its required notices within the prescribed time window and continued billing beyond the contract term without consumer consent. Accordingly, the Complainant has met his burden and the burden now rests squarely with the Respondent to justify its conduct.
5. Accordingly, the issue in this case is not whether SmartEnergy's actions breached a private contract in the civil sense, but whether those actions—specifically, the unauthorized extension of a fixed-rate plan, the lack of proper notice, and the late procedural filings—violated the Commission's regulations and the Public Utility Code. Complainant's burden is to show that these violations are more likely than not to have occurred, a burden the record amply satisfies.
6. Although the Commission is not a court of general jurisdiction, it possesses broad statutory authority to ensure that the service and conduct of public utilities and licensed suppliers are “just and reasonable and in conformity with the regulations of the Commission.” 66 Pa. C.S. § 1501. When an Electric Generation Supplier (“EGS”) fails to comply with disclosure, renewal, or consent requirements established by Commission regulation—such as those set forth in 52 Pa. Code §§ 54.5 and 54.10—the Commission has both jurisdiction and duty to find violations and to impose remedial or disciplinary measures. *Blue Pilot Energy, LLC v. Pa. Pub. Util. Comm'n*, 241 A.3d 1254 (Pa. Cmwlth. 2020).
7. In applying this standard, the Commission is guided not only by the letter of the law but also by the public interest. *Feingold v. Bell of Pa.*, 477 Pa. 1, 383 A.2d

791 (1977). When a supplier’s conduct undermines consumer confidence in the retail electric market or causes unjust billing practices, the Commission is empowered under 66 Pa. C.S. §§ 501 and 3301 to order restitution, corrective action, and penalties as necessary to protect the consuming public.

VI. LEGAL ARGUMENT

A. The Contract’s Four-Month Duration Was Definite and Binding

SmartEnergy’s contract, executed July 15, 2024, expressly provided a “four-month fixed-rate term.” (Tr. 9-10; SmartEnergy Ex. 3.) Pennsylvania contract law construes ambiguous terms against the drafter. (*Sun Co. v. Pa. Turnpike Comm’n*, 708 A.2d 875 (Pa. Cmwlth. 1998)). The Commission has repeatedly condemned EGS efforts to rewrite clear temporal limits post-hoc. (*HIKO Energy*, C-2014-2427652 (Pa. PUC 2015)).

By continuing service beyond November 23, 2024—the end of four months from enrollment—SmartEnergy breached its own Disclosure Statement and violated 52 Pa. Code § 54.5, which requires all disclosures to be “accurate and understandable.” The Respondent’s internal reinterpretation deprived the Complainant of the certainty promised in a fixed-term contract and constitutes deceptive conduct under 66 Pa.C.S. § 1501.

SmartEnergy promised a four-month fixed-rate electricity supply at \$0.0679 per kWh beginning July 23 2024. By its own admission, it billed through December 22 2024 and then imposed a variable rate of \$0.1780 per kWh. That conduct constitutes a material breach of contract. See *First Nat’l Bank v. Flanagan*, 515 A.2d 327 (Pa. 1986) (modification requires mutual assent).

The company’s compliance officer, Lidia Chávez, conceded under oath:

“Because we extended the rate for your benefit.” (Hrg. Tr. 45–46.)

When pressed, she admitted:

“No, the Disclosure Statement does not mention any extension; we just do that based on billing cycles.” (Hrg. Tr. 48.)

The Administrative Law Judge confirmed the admission on the record: “I heard the witness state that it was extended for his benefit.” (Hrg. Tr. 47.) Those statements establish that SmartEnergy knowingly altered a written contract without consent—conduct that defies logic and the plain language of the contract.

A supplier that charges for service beyond an agreed fixed term bills for electricity not authorized by contract or by law. *Lesko v. Frankford Hosp.*, 15 A.3d 337 (Pa. 2011). Under 52 Pa. Code § 54.10, an EGS must adhere strictly to the term and price disclosed at enrollment. SmartEnergy’s unilateral extension violated that rule and breached its duty of good faith and fair dealing implicit in all Pennsylvania contracts.

B. SmartEnergy Failed to Provide Timely and Verifiable Renewal Notices Required by 52 Pa. Code § 54.10(2)

Commission regulation 52 Pa. Code § 54.10(2) mandates two renewal notices—one 45–60 days and another 30 days before contract expiration. For a contract ending November 23 2024, SmartEnergy’s deadlines were October 9 and October 24 2024. Instead, it produced letters dated October 31 and November 15 2024, both untimely. (Resp. Exs. 4–5.)

Complainant testified he never received either notice. (Hrg. Tr. 38–39.) The letters themselves displayed inconsistent fonts and missing account numbers; no proof of mailing was offered. Under *Blue Pilot Energy, LLC v. Pa. PUC*, 241 A.3d 1254, 1266 (Pa. Cmwlth 2020), the supplier bears the burden to prove that notices were actually sent. Absent such proof, silence cannot constitute consent. *Barker v. Old Dominion Freight Line*, 850 A.2d 310 (Pa. Super. 2004).

By failing to mail timely, verifiable notices, SmartEnergy violated the Commission’s core consumer-protection rule. The regulation exists “to prevent surprise renewals and unconsented rate changes.” *Blue Pilot Energy*, 241 A.3d at 1266. This case illustrates exactly why those safeguards matter.

SmartEnergy produced no postal receipts, no customer confirmation, and no business-records certification demonstrating dispatch. The Commission in *Blue Pilot Energy*, C-2014-2427657 (Pa. PUC 2016) found such deficiencies sufficient to establish a violation of § 54.10 and to justify license suspension. The same reasoning applies here.

C. The Respondent’s Conduct Violated 66 Pa.C.S. § 1501 and Commission Precedent

Section 1501 mandates that all service be “reasonable, safe, adequate and in conformity with the regulations and orders of the Commission.” The continuation of billing under a variable-rate plan not consented to by the customer is unreasonable per se. The Commission has repeatedly held that deceptive marketing or renewal practices violate § 1501 and § 54.5. (*HIKO Energy; Respond Power*, C-2014-2427659 (Pa. PUC 2015); *IDT Energy*, C-2014-2427658 (Pa. PUC 2017)).

Here, SmartEnergy’s billing after contract expiration and failure to send timely notices demonstrate willful disregard of consumer rights. Like HIKO Energy, SmartEnergy “failed to maintain effective internal controls to ensure compliance” (163 A.3d 1079, 1087 (Pa. Cmwlth. 2017)). The Commission’s enforcement power under 66 Pa.C.S. § 3301 authorizes civil penalties for each day of continuing violation; such authority should be exercised to deter recurrence.

D. The Respondent’s Evidence Was Internally Inconsistent and Unreliable

Ms. Chávez’s testimony shifted between at least three different end dates—December 4, December 22, and an indeterminate “four billing cycles.” (Tr. 520-530, 881-911.) These contradictions undermine SmartEnergy’s credibility. Where testimony conflicts with written contracts, the Commission favors the written instrument. (Pa. PUC v. PPL Elec. Utils., C-2012-2307161 (Pa. PUC 2013)).

The renewal letters likewise contain typographical and layout anomalies—different fonts, absent account numbers, and inconsistent dates—suggesting post-hoc fabrication. (Tr. 921-931.) Under *Crouse v. Cyclops Industries*, 745 A.2d 606 (Pa. 2000), a party that induces reliance by misrepresentation is estopped from denying its own statements; SmartEnergy cannot now rely on suspect documents to justify unauthorized billing.

E. Procedural Non-Compliance: SmartEnergy’s Forty-Two-Day-Late Filing Demonstrates Contempt for Commission Authority

The Commission e-served SmartEnergy on April 25 2025 (10:42 a.m.). Under 52 Pa. Code § 5.61(a), its answer was due May 15 2025. SmartEnergy filed on June 26 2025—sixty-two days after service, forty-two days late.

Timely filings are not optional; they are fundamental to due process. The Commission has held that regulated entities “must adhere strictly to procedural deadlines to maintain orderly adjudication.” Pa. PUC v. Venango Water Co., R-00061322 (Order Oct. 11 2007). By ignoring the statutory period, SmartEnergy waived defenses that could have been raised timely and exhibited the same indifference to rules that it showed toward its contract. Such conduct warrants administrative penalty under 66 Pa. C.S. § 3301.

F. The Commission's Public-Interest Authority Warrants Relief

The Commission's duty extends beyond resolving individual grievances; it must safeguard the integrity of Pennsylvania's retail-energy marketplace. (*Povacz v. PPL Elec. Utils.*, 241 A.3d 481 (Pa. 2020)). In *Blue Pilot Energy*, the Commission emphasized that deceptive variable-rate transitions threaten consumer confidence statewide. Here, SmartEnergy's disregard for clear notice obligations and contractual terms is of the same character.

Under 66 Pa.C.S. §§ 501 and 1501, the Commission may order restitution, impose civil penalties, direct compliance reporting, and refer systemic issues to its Bureau of Investigation and Enforcement. Such action is necessary to reaffirm that EGS participation in Pennsylvania's competitive market is a privilege conditioned on honesty and transparency.

VII. CALL FOR REFORM

This case illustrates a persistent regulatory gap: suppliers continue to exploit vague contract language and ineffective consumer notifications. The Commission should:

1. Mandate standardized contract-term definitions. "Four months" should uniformly mean four calendar months from the start date of electricity supply, eliminating ambiguity.
2. Require verifiable delivery of renewal notices. Email or postal certificates should be mandatory evidence of compliance.
3. Enhance penalty guidelines. Penalties should scale with the number of affected consumers and the financial impact.
4. Expand consumer education. The PaPowerSwitch portal should display not only rate comparisons but also supplier compliance histories.

As *Commonwealth v. TAP Pharmaceutical Products*, 36 A.3d 1112 (Pa. Cmwlth. 2011) recognized, the Commonwealth has a duty to protect the public from systemic deceptive trade practices. By adopting stronger oversight and enforcement measures, the Commission can prevent recurrence of the abuses demonstrated here.

VIII. CONCLUSION AND REQUESTED RELIEF

The record in this matter is unmistakable. SmartEnergy Holdings, LLC sold a four-month fixed-rate plan beginning July 23 2024 at 6.79 ¢ per kWh, but then unilaterally extended that term, failed to deliver timely renewal notices, and converted the account to a variable-rate plan of 17.80 ¢ per kWh—without the Complainant’s knowledge or consent. Its own compliance officer admitted the extension was made “for [the customer’s] benefit,” and the Administrative Law Judge confirmed that admission on the record. The company’s actions violated both its written contract and the Commission’s consumer-protection regulations, 52 Pa. Code §§ 54.5 and 54.10, as well as the Public Utility Code’s mandate that all service be “just and reasonable.” 66 Pa. C.S. § 1501.

SmartEnergy then compounded the harm by disregarding the Commission’s procedural requirements: it filed its Answer and New Matter forty-two days late, flouting the twenty-day deadline in 52 Pa. Code § 5.61. Deadlines, like contract terms, have meaning. A regulated supplier that ignores both cannot claim good faith.

These combined violations strike at the heart of the Commonwealth’s retail-choice program. The Commission’s oversight depends on suppliers honoring the literal terms of their agreements and following its procedural orders. Allowing SmartEnergy’s conduct to stand would signal to the market that a “four-month” promise can be five, that “notice” can be presumed without proof, and that regulatory deadlines are optional. The law, the evidence, and the public interest all demand a different message.

Accordingly, Complainant respectfully requests that the Pennsylvania Public Utility Commission:

1. Sustain the Formal Complaint in its entirety;
2. Find that SmartEnergy Holdings, LLC violated
 - a. its contractual obligations to the Complainant;
 - b. the disclosure and notice requirements of 52 Pa. Code §§ 54.5 and 54.10;and
 - c. the procedural-response rule of 52 Pa. Code § 5.61;
3. Order restitution for all overcharges billed at variable rates between November 23 2024 and February 7 2025.
4. Impose an administrative civil penalty pursuant to 66 Pa. C.S. § 3301 commensurate with the seriousness of these violations;
5. Direct SmartEnergy to implement verified mailing procedures for renewal notices, to amend its disclosure statements to define “month” and “term” unambiguously, and to file a compliance report with the Bureau of Consumer Services within 30 days of the Final Order; and

6. Declare that SmartEnergy's conduct constituted a deceptive and misleading practice under 73 P.S. § 201-2(4)(xxi), undermining public confidence in Pennsylvania's retail-electricity market.

Complainant advances this matter on behalf of himself and every Pennsylvania consumer who expects honesty and transparency from those entrusted to supply essential services. The people of this Commonwealth are entitled to rely on the words printed in their contracts. When a supplier disregards those words, the Commission must reaffirm that a promise of four months means exactly that—no more, no less.

Respectfully submitted,

/s/ Vincent Mattiola
Pro Se Complainant



3552 Broadway
Allentown, PA 18104
(484) 550-8812
3552broadway@gmail.com

Certificate of Service

I hereby certify that I have this day served a true and correct copy of the foregoing Post-Hearing Brief upon the following individuals by electronic mail and/or through the Commission's e-Filing system, in accordance with 52 Pa. Code § 1.54:

Bryce R. Beard, Esquire
Eckert Seamans Cherin & Mellott, LLC

213 Market Street, 8th Floor
Harrisburg, PA 17101
bbeard@eckertseamans.com

Administrative Law Judge Chad L. Allensworth
callenswor@pa.gov

Dated: November 6, 2025

/s/ Vincent Mattiola



Pro Se Complainant