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March 30, 2026

**Via Electronic Filing**

Matthew Homsher, Secretary  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Vincent Mattiola v. SmartEnergy Holdings, LLC  
Docket No. F-2025-3054761

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Dear Secretary Homsher:

Enclosed for electronic filing please find SmartEnergy Holdings, LLC's Reply Exceptions with regard to the above-referenced matter.

Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

*Bryce R. Beard*  
Bryce R. Beard

BRB/red

cc: Cert. of Service w/enc.  
Office of Special Assistants (via email [ra-OSA@pa.gov](mailto:ra-OSA@pa.gov))

**CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of SmartEnergy Holdings, LLC's Reply Exceptions, upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

**Via Email Only**

Vincent Mattiola

3552 Broadway

Allentown, PA 18104

[3552Broadway@gmail.com](mailto:3552Broadway@gmail.com)

Date: March 30, 2026

*/s/Bryce R. Beard*

\_\_\_\_\_  
Bryce R. Beard, Esq.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Vincent Mattiola,

v.

SmartEnergy Holdings, LLC

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Docket No. F-2025-3054761

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**SMARTENERGY HOLDINGS LLC'S  
REPLY EXCEPTIONS**

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Dated: March 30, 2026

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Pursuant to the February 27, 2026, Secretarial Letter and Section 5.535 of the Pennsylvania Public Utility Commission’s (“Commission”) Regulations, 52 Pa. Code § 5.535, SmartEnergy Holdings, LLC (“SmartEnergy”) hereby submits these Reply Exceptions to the *late-filed*<sup>1</sup> Exceptions of Vincent Mattiola (“Exceptions”).

## **I. INTRODUCTION AND SUMMARY OF REPLY EXCEPTIONS**

The Initial Decision (“ID”)<sup>2</sup> of Administrative Law Judge Chad L. Allensworth (“Judge Allensworth”) soundly recommends dismissal of Formal Complaint of Vincent Mattiola (“Complainant” or “Mr. Mattiola”) based on the unequivocal facts presented on the evidentiary record. Despite the factually and legally correct determination of Judge Allensworth, Mr. Mattiola filed Exceptions seeking to overturn six (6) inter-related aspects of the ID with the goal of having the Commission accept his belief of utility “billing periods” and to change the ruling to “acknowledge the wrongdoing” he believes occurred.<sup>3</sup> However, the Exceptions fail to present any reasonable justification to reject Judge Allensworth’s findings and sound recommendation to dismiss the complaint.

Specifically, the Exceptions do not overcome Judge Allensworth’s correct conclusion that SmartEnergy met the disclosure requirements under 52 Pa. Code § 54.5, including the specified term structure and renewal and options notification requirements. Despite Exception #4 claiming SmartEnergy did not meet its obligations with respect to notice, Judge Allensworth determined that SmartEnergy fully rebutted Mr. Mattiola’s *beliefs* on the intent and supplier obligations

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<sup>1</sup> Complainant’s exceptions were due on March 19, 2026, pursuant to the Commission’s regulations and the February 27, 2026 Secretarial Letter. Complainant did not file and serve his Exceptions until March 20, 2026. Notwithstanding the late-filed Exceptions, SmartEnergy hereby submits timely Reply Exceptions pursuant to the Commission’s regulations and the February 27, 2026 Secretarial Letter.

<sup>2</sup> *Mattiola v. SmartEnergy Holdings, LLC*, Docket No. F-2025-3054761 (Initial Decision Feb. 27, 2026).

<sup>3</sup> Mattiola Exceptions at 11.

flowing from the Commission’s disclosure/notice requirements.<sup>4</sup> In addition, despite Exception #1 claiming that extension, creation, or manipulation of a contract beyond its termination date constitutes “slamming,” Judge Allensworth correctly found that Mr. Mattiola’s refund request failed because SmartEnergy neither slammed his account nor overbilled under the applicable contract and notice framework.<sup>5</sup> Finally, despite Exceptions #2 and 3 challenging Judge Allensworth’s discretion and liberal construction of procedural deadlines when no prejudice was ever alleged or factually occurred, Judge Allensworth was well within his power as the presiding officer to do so. As described in further detail herein, the remaining Exceptions are without merit.

The ID rests on sound legal and factual determinations developed through a four-hour evidentiary hearing and full consideration of briefs, testimony, and exhibits. Based on the record, Judge Allensworth found SmartEnergy’s evidence competent, credible, persuasive, and corroborated and correctly concluded that Mr. Mattiola failed to meet his burden of proving SmartEnergy violated the Public Utility Code or regulations while further correctly setting forth that the Commission lacks jurisdiction over Mr. Mattiola’s breach of contract claims and claims of unreasonable supply charges.<sup>6</sup> Rather than identifying any legal error or unsupported factual finding, the Exceptions merely asks the Commission to disregard these well-supported conclusions. Because the ID confirms SmartEnergy’s compliance with all applicable requirements governing enrollment, contract structure, notice, and jurisdictional limits of this Commission,<sup>7</sup> Judge Allensworth properly dismissed the Formal Complaint. Accordingly, SmartEnergy respectfully requests that the Commission deny Complainant’s Exceptions, adopt the ID in full, and dismiss the Formal Complaint.

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<sup>4</sup> *Id.* at 17–18.

<sup>5</sup> *Id.* at 26–27.

<sup>6</sup> *Id.* at 30.

<sup>7</sup> Initial Decision at 30 (Finding of Fact 12).

## II. REPLY EXCEPTIONS

There is no basis to overturn the ID, which recommends dismissing Mr. Mattiola’s Formal Complaint. The record makes clear that SmartEnergy did not violate the Public Utility Code, Commission regulations, or any Commission order.<sup>8</sup> Indeed, SmartEnergy adhered to the Commission’s regulations during Mr. Mattiola’s voluntary enrollment, in regard to options and renewal notices as his fixed rate term was coming to a close, and all other aspects of electric generation supply service SmartEnergy provided. Yet to support his counter beliefs, Mr. Mattiola conflates the record, misconstrues contract administration with supplier switching, and makes unrealistically rigid arguments for utility billing periods and other matters that are contrary to black-letter law. As explained below, there is no appropriate basis upon which the Commission should reject the recommendation of the ID, and Mr. Mattiola’s Formal Complaint must be dismissed.

### A. Reply to Exception #1 – The ID correctly found that slamming did not occur. ID at 26.

Complainant attempts to equate SmartEnergy’s application of the agreed fixed rate through four monthly billing cycles and the subsequent transition to a variable rate, following required notices, with “slamming.”<sup>9</sup> Even assuming, *arguendo*, that Mr. Mattiola disputes on the timing or administration of the fixed-rate term had merit (they do not), such a dispute does not transform continued service by the same supplier Mr. Mattiola voluntarily enrolled with into “slamming.” Mr. Mattiola’s Exception #1 must therefore be denied.

As the undisputed record shows, Mr. Mattiola voluntarily enrolled with SmartEnergy via telephone on July 15, 2024 for a four-month fixed rate followed by a month-to-month variable rate based on market conditions, and SmartEnergy sent a written welcome kit and contract summary

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<sup>8</sup> *Id.* at 27.

<sup>9</sup> *See* Mattiola Exception #1.

on July 16, 2024 reflecting the fixed rate of \$0.0679/kWh and the four monthly billing cycle term structure.<sup>10</sup> The contract itself plainly contained contract renewal provisions which Mr. Mattiola understood,<sup>11</sup> and termination options consistent with the requirements of the Commission’s regulations.<sup>12</sup> As the ID recognizes, “slamming” is an unauthorized switch of a customer’s electric generation supplier (“EGS”), which is an entirely different set of circumstances than what occurred in Mr. Mattiola’s case, where no slamming occurred.<sup>13</sup>

Indeed, Mr. Mattiola did not contest that he voluntarily enrolled with SmartEnergy, and thus the “slamming” refund analysis of refunds does not apply.<sup>14</sup> SmartEnergy provided the fixed rate for four full monthly billing cycles ending December 4, 2024, continued the fixed rate through December 22, 2024, issued required expiration/change notices, and applied a variable rate beginning December 23, 2024.<sup>15</sup> These facts demonstrate a continuation and expiration of Complainant’s existing fixed rate service under disclosed terms, **not** an unauthorized supplier switch. For all these reasons, the Commission must deny Exception #1 and affirm Judge Allensworth’s recommendation to dismiss the Formal Complaint, which correctly applied the law and facts in rejecting Mr. Mattiola conflating the facts here to “slamming.”

**B. Reply to Exception #2 and 3 – Judge Allensworth correctly overruled alleged procedural matters which had no substantive impact on the parties and Mr. Mattiola did not demonstrate any prejudice occurred.**

Despite submitting his own late-filed Exceptions in this matter,<sup>16</sup> Mr. Mattiola’s Exceptions #2 and 3 challenge the calculation of lateness and argue the late-filed Answer of SmartEnergy to

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<sup>10</sup> Initial Decision at 5.

<sup>11</sup> Mr. Mattiola admitted that his contract’s renewal terms were written in his Terms of Service, but that he simply “disagreed” with the meaning or effect of the terms. N.T. at 42:11-14.

<sup>12</sup> *Id.* at 30 (finding SmartEnergy did not violate the Public Utility Code, Commission regulation, or order.)

<sup>13</sup> *Id.* at 11–12.

<sup>14</sup> *Id.* at 27.

<sup>15</sup> *Id.* at 8, 27.

<sup>16</sup> Complainant’s exceptions were due on March 19, 2026 pursuant to the Commission’s regulations and the February 27, 2026 Secretarial Letter. Complainant did not file and serve his Exceptions until March 20, 2026.

the Complaint should result in default and deemed admissions.<sup>17</sup> However, there is no question Judge Allensworth properly exercised appropriate discretion in allowing SmartEnergy's participation where no prejudice to substantive rights was shown and no motion for default or to strike was filed by Mr. Mattiola.<sup>18</sup>

The Commission served the Formal Complaint on April 25, 2025. Thus, the deadline to file the answer was May 15, 2025. SmartEnergy filed its answer and new matter on June 26, 2025 without requesting *nunc pro tunc* relief.<sup>19</sup> Where a party fails to file a timely answer, Section 5.61(c) provides that the relevant facts in the complaint may be deemed admitted.<sup>20</sup> Importantly, nothing in the regulations or Commission precedent requires that a late-filed answer results in an automatic granting of the Formal Complaint or a prohibition on a Respondent from further participation in the matter.<sup>21</sup> In this case, Mr. Mattiola did not (and cannot) articulate any prejudice to his substantive rights due to the timing of SmartEnergy's answer. As such, Judge Allensworth correctly disposed of Mr. Mattiola's request<sup>22</sup> and permitted SmartEnergy's evidence pursuant to 52 Pa. Code § 1.2 to enable the development of a complete evidentiary record.<sup>23</sup> A strict result such as that sought by Mr. Mattiola's Exception #2 and 3 is unreasonable as it would deny the Commission the benefit of a fully developed record. In addition, such a result is not supported by Commission practice especially where, as here, there is no cognizable prejudice or harm to Mr. Mattiola in the presentation of his case-in-chief. Importantly, a four-hour hearing convened as

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Notwithstanding the late-filed Exceptions, SmartEnergy hereby submits timely Reply Exceptions pursuant to the Commission's regulations and the February 27, 2026 Secretarial Letter.

<sup>17</sup> See Mattiola Exceptions #2 and 3.

<sup>18</sup> Initial Decision at 13.

<sup>19</sup> *Id.*

<sup>20</sup> 52 Pa. Code § 5.61(c).

<sup>21</sup> See, e.g., *Pa. Pub. Util. Comm'n, Bureau of Investigation and Enf't v. Stanley Lampkin*, Docket Nos. C-2016-2545901 et al. (Initial Decision entered Aug. 23, 2017, *aff'd* by Opinion and Order entered Aug. 23, 2018) ("The language used in 52 Pa. Code § 5.61(c) is permissive.").

<sup>22</sup> N.T. 94-97.

<sup>23</sup> 52 Pa. Code § 1.2.

scheduled on July 31, 2025, giving Mr. Mattiola more than ample opportunity to present support for his positions and for SmartEnergy to present its own.

Ultimately, the dispositive point on this issue is 52 Pa. Code § 5.61(c)'s discretionary nature and the absence of demonstrated prejudice. Judge Allensworth exercised reasonable discretion to permit SmartEnergy a fair opportunity to present its evidence and be heard in this complaint action against it and Mr. Mattiola's exceptions articulate no valid argument for reversing Judge Allensworth's exercise of discretion on this issue. As Judge Allensworth found,<sup>24</sup> any delay in filing SmartEnergy's Answer did not impair Mr. Mattiola's ability to litigate the case and did not warrant retroactive default under the Commission's discretionary standard. Therefore, Mr. Mattiola's Exception #2 and 3 should be denied.

**C. Reply to Exception #4 – Judge Allensworth correctly determined that SmartEnergy complied with all applicable notice requirements. ID at 22–23.**

Mr. Mattiola's Exception #4 contends, based on his inaccurate beliefs about utility billing periods,<sup>25</sup> that SmartEnergy's notices were untimely. Mr. Mattiola argues that the notices should have been sent based on the trigger date of December 4, 2024 rather than on December 22, 2024 as was the case here.<sup>26</sup> There is no dispute that the governing disclosure statement and contract term language defines the fixed period by "four (4) month billing cycles" which, in this case, was only fulfilled if service continued at a fixed rate on or after December 4, 2024.<sup>27</sup> The undisputed record also makes clear that SmartEnergy's Options and Renewal notices were sent within the required windows prior to the last day of fixed rate service (December 22, 2024) with the effective

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<sup>24</sup> Initial Decision at 13.

<sup>25</sup> SmartEnergy Main Brief at 21–24; SmartEnergy Reply Brief at 4.

<sup>26</sup> See Mattiola Exception #4.

<sup>27</sup> In addition, Mr. Mattiola previously argued his contract term ended at a four-month (120 day) calendar day term on November 23, 2024. See SmartEnergy Main Brief at 20–24; SmartEnergy Reply Brief at 7.

date on which SmartEnergy's pricing changed from the existing fixed rate to the variable month-to-month rate on December 23, 2024.<sup>28</sup>

Judge Allensworth correctly determined that SmartEnergy's notices complied with the Commission's regulations based on the end date of Mr. Mattiola's fixed rate service.<sup>29</sup> As the record evidence shows, SmartEnergy in-fact mailed the initial notice on October 31, 2024 and the options notice on November 15, 2024 to Mr. Mattiola's service address, advising that his fixed rate would end on December 22, 2024 and a variable rate would apply after absent action.<sup>30</sup> There is no evidence that either notice was returned as undeliverable to SmartEnergy.<sup>31</sup> Therefore, the ID rightly found the initial and options notices were mailed appropriately within the timeframes required prior to the fixed-rate end date/effective date of changes.<sup>32</sup> Further, as SmartEnergy argued in its Briefs,<sup>33</sup> to the extent Complainant attempts to recast a dispute over contract interpretation or damages as an independent basis for relief, such claims exceed the Commission's jurisdiction;<sup>34</sup> however, the Commission must reject the underlying incorrect notice dates argument on the merits as the ID did.

In sum, Judge Allensworth correctly analyzed the contract structure and credited the timing of all notices based on the supported record, Mr. Mattiola's Exception #4 should be denied, and the Formal Complaint must be dismissed as recommended by the ID.

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<sup>28</sup> Initial Decision at 27; Tr. 88–89, 115.

<sup>29</sup> Initial Decision at 27.

<sup>30</sup> *Id.*; Tr. 120.

<sup>31</sup> Initial Decision at 6, 22–23.

<sup>32</sup> *Id.* at 23.

<sup>33</sup> See SmartEnergy's Main Brief at 25-26; Reply Brief at 2-4.

<sup>34</sup> See *Naborn and Pronko v. Direct Energy Services, LLC*, Docket No. F-2023-3037611 (Opinion and Order entered March 4, 2024); *Yaglidereliler Corp. v. Blue Pilot Energy, LLC*, Docket No. C-2014-2413732, (Opinion and Order entered Jan. 16, 2015), (citing *Allport Water Auth. v. Winburne Water Co.*, 393 A.2d 673 (Pa. Super. 1978)).

**D. Reply to Exception #5 – Judge Allensworth properly limited his review to only matters within the Commission’s jurisdiction.**

Mr. Mattiola’s Exception #5 asserts that “[i]f the Commission only has jurisdiction over some of the subject matter of the Complaint, then this should have been more clearly enunciated in the [ID]’s ‘Conclusions of Law.’”<sup>35</sup> Exception #5 claims there are incongruent statements in the ID on the Commission’s jurisdiction over Formal Complaint and Mr. Mattiola specifically requests the Commission “clarify whether it does, or does not have jurisdiction over the subject matter of this Complaint.”<sup>36</sup> Despite the claim of inconsistency and request of Mr. Mattiola, the ID clearly distinguishes between: (a) the Commission’s jurisdiction to adjudicate Public Utility Code and attendant regulatory compliance; and (b) the Commission’s *lack of jurisdiction* over breach of contract and EGS rate reasonableness.<sup>37</sup> There is no inconsistency; rather, there is a proper subject-matter delineation.<sup>38</sup> Moreover, even if Mr. Mattiola’s contract interpretation or breach of contract claims had any merit, which they do not, it would not be an appropriate basis upon which to grant his Formal Complaint. Simply put, there is no inconsistency between possessing subject-matter jurisdiction over a complaint and rejecting certain contract and breach of contract theories or requested remedies beyond the Commission’s authority to adjudicate. Therefore, Mr. Mattiola’s Exception #5 must be denied.

**E. Reply to Exception #6 – Judge Allensworth carefully considered the arrangement between SmartEnergy and Mr. Mattiola and rightly determined SmartEnergy did not “overbill” Mr. Mattiola or otherwise violate the Public Utility Code, Commission regulations, or a Commission Order. ID at 27.**

Finally, Mr. Mattiola’s Exception #6 argues any extension of a particular contract term, here the fixed rate billing price “for the benefit” of the customer is impermissible without the

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<sup>35</sup> Mattiola Exception #5.

<sup>36</sup> *Id.*

<sup>37</sup> Initial Decision at 25–26, 28 (Finding of Fact 1), 29–30 (Findings of Fact 7 and 11).

<sup>38</sup> See *Coalition for Affordable Util. Servs. & Energy Efficiency in Pa. v. Pa. Pub. Util. Comm’n*, 120 A.3d 1087 (Pa. Commw. Ct. 2015).

customer’s express consent.<sup>39</sup> Mr. Mattiola, however, misconstrues the core reasoning of Judge Allensworth based on the record. SmartEnergy is not asserting any general right to alter customer contracts whenever it deems a change “beneficial” to the customer. Rather, based on the evidentiary record, Judge Allensworth correctly found no overbilling, no unauthorized supplier rate changes, and no violation of the applicable notice regulations where Complainant received the full benefit of the entire fixed-rate term before any variable pricing took effect.

Without question, SmartEnergy honored its fixed-rate contract obligation through four full billing cycles where Mr. Mattiola received fixed rate service through December 22, 2024. Mr. Mattiola’s service transitioned to a variable rate only after expressly providing Options and Renewal notices pursuant to the Commission’s regulations.<sup>40</sup> The result of this was to provide Mr. Mattiola with the entire benefit of service at his fixed-rate following the utility determined billing cycles.<sup>41</sup> Importantly, Judge Allensworth found these actions to be legally supportable and even acknowledged that the result “benefited” Mr. Mattiola by providing him service at his contracted fixed rate prior to transitioning to variable rate service beyond the November 23, 2024 date (i.e. 120 calendar days) Mr. Mattiola advocated for below:<sup>42</sup>

Because SmartEnergy provided electric generation service in accordance with the agreed upon contract, except for extending the fixed rate beyond the four full monthly billing cycles to the benefit of the Complainant, and sent the required notices to Complainant, there is no basis to find that Complainant was overbilled in this matter.<sup>43</sup>

The record is clear that SmartEnergy provided service consistent with Mr. Mattiola’s Terms of Service in accordance with Mr. Mattiola’s utility bill cycles through December 22, 2024, and that

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<sup>39</sup> Mattiola Exception #6.

<sup>40</sup> Initial Decision at 8 (Finding of Fact 22), 27; Tr. 89–91, 117–20.

<sup>41</sup> Initial Decision at 8 (Findings of Fact 22 and 23).

<sup>42</sup> See SmartEnergy Main Brief at 20-24.

<sup>43</sup> *Id.* at 27.

fact does not alter any material contract term or impose a new obligation on the supplier. Rather, it aligns with the plainly disclosed contract term and the Commission’s regulations for noticed transition to variable rate service when Mr. Mattiola failed to act. Judge Allensworth correctly found that SmartEnergy sent all notices in compliance with the Commission’s regulations.<sup>44</sup> Mr. Mattiola’s Exceptions do not articulate any colorable claim to the contrary in support of a finding that SmartEnergy somehow violated Commission requirements. This is especially true where Mr. Mattiola was always in control of his competitive supply service and could have canceled service **at any time without any early termination fee**, a right clearly disclosed in his Terms of Service and explained during the customer’s enrollment.<sup>45</sup>

The bottom line is that Mr. Mattiola received service consistent with his terms of service and fixed rate term. His service was properly transitioned to a variable rate (following all required notices) *only after* he received the entire benefit of his contract. In fact, the administrative circumstances related to the transition of service were beneficial to Mr. Mattiola while ensuring he received the full term of the agreement despite him advocating for an earlier fixed rate end date (i.e. November 23, 2024).<sup>46</sup> In contrast, if the Commission were to adopt Mr. Mattiola’s beliefs and billing period interpretation to mean a strict, calendar day count, doing so would have been patently detrimental to Mr. Mattiola himself and all utility customers going forward, creating uncertainty where none exists over the Commission’s defined “billing period.”<sup>47</sup> As a result, Mr. Mattiola’s Exception #6 must be denied.

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<sup>44</sup> Initial Decision at 6 (Findings of Fact 9-10).

<sup>45</sup> See SmartEnergy Exhibit 3, “Cancellation/Early Cancellation Fees – None.”

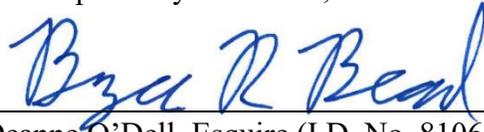
<sup>46</sup> See SmartEnergy Main Brief at 20-24.

<sup>47</sup> Initial Decision at 30.

**III. CONCLUSION AND REQUEST FOR RELIEF**

Wherefore, SmartEnergy Holdings, LLC requests that the Commission: (1) deny Mr. Mattiola's Exceptions; and (2) adopt the sound recommendation of the Initial Decision to dismiss Mr. Mattiola's Formal Complaint.

Respectfully submitted,



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Date: March 30, 2026

*Counsel for SmartEnergy Holdings, LLC*