

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Solomon Pratt	:	
	:	
v.	:	F-2025-3057731
	:	
PPL Electric Utilities Corporation, and	:	
Clearview Electric, Inc.	:	

**INITIAL DECISION**

Before  
Alphonso Arnold III  
Administrative Law Judge

**INTRODUCTION**

In this matter, a customer filed a Formal Complaint against his electric distribution company, PPL Electric Utilities Corporation, and his former electric generation supplier (“EGS”), Clearview Electric, Inc. The customer alleged that his EGS was switched from PPL to Clearview without his consent. For relief, the customer seeks a refund of the EGS charges. This Initial Decision dismisses the Complaint, finding that the customer failed to meet his burden of proving that he is entitled to the relief that he is seeking.

**HISTORY OF THE PROCEEDING**

On September 22, 2025, a Formal Complaint was filed with the Pennsylvania Public Utility Commission concerning EGS service provided to Solomon Pratt (“Complainant”). The Complaint alleged that Complainant’s EGS was switched

from PPL to Clearview without Complainant's consent. For relief, the Complaint requested reimbursement from Clearview and/or PPL for costs of the EGS service Clearview provided "for over a year" to Complainant.<sup>1</sup>

On September 30, 2025, the Commission served the Complaint on PPL and Clearview.

On October 20, 2025, PPL filed its Answer to the Complaint. PPL denied that Complainant was enrolled with Clearview without his consent. PPL asserted that Complainant allowed his son to speak on his behalf when service was requested to be put in Complainant's name on February 26, 2024. During this call, Bradford Pratt agreed to enroll Complainant's account with Clearview as the EGS, effective March 7, 2024. On August 6, 2025, Complainant's EGS was switched from Clearview to PPL at Complainant's request. PPL concluded its Answer by requesting denial of the Complaint.

On October 20, 2025, PPL filed Preliminary Objections to the Complaint, arguing that the Complaint should be dismissed pursuant to 52 Pa. Code § 5.101(a)(5), for failure to join a necessary party, i.e. Clearview.

On October 20, 2025, Clearview filed its Answer with New Matter to the Complaint. Clearview denied the material allegations of the Complaint. In its New Matter, Clearview argued that the Commission lacks jurisdiction to issue refunds of EGS charges. Additionally, Clearview argued that Bradford Pratt does not have standing to

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<sup>1</sup> I note that it appears that Bradford Pratt filed the Complaint on behalf of his father. Individuals must represent themselves or be represented by an attorney or certified legal intern in adversarial Commission proceedings. *See* 52 Pa. Code § 1.21. However, Solomon Pratt did appear at the evidentiary hearing held in this matter to prosecute the Complaint.

file the Complaint on behalf of his father. No Reply was filed to Clearview's New Matter.

On December 2, 2025, the Commission issued a Motion Judge Assignment Notice assigning me as presiding officer over this proceeding.

On December 11, 2025, the Commission issued my Order wherein I denied PPL's Preliminary Objections.

On December 12, 2025, the Commission issued an Initial Telephonic Hearing Notice scheduling an evidentiary hearing for February 12, 2026.

On December 15, 2025, the Commission issued my Prehearing Order which explained the procedural rules that would govern the evidentiary hearing.

On February 12, 2026, the evidentiary hearing was held as scheduled. Complainant and Bradford Pratt testified in support of the Complaint. PPL presented the testimony of Holly Hankerson, a senior customer representative employed by PPL.<sup>2</sup> Ms. Hankerson sponsored six exhibits, all of which were admitted into the evidentiary record. Clearview presented the testimony of Nicole Steele, a Chief Administrative Officer employed by Clearview.<sup>3</sup> Ms. Steele sponsored five exhibits, all of which were admitted into the evidentiary record.

On February 24, 2026, a 66-page electronic transcript of the February 12, 2026 hearing was filed with the Commission. The evidentiary record was closed on this date.

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<sup>2</sup> Tr. 22.

<sup>3</sup> Tr. 41.

This matter is ready for resolution. For the reasons discussed below, the Complaint will be dismissed.

### FINDINGS OF FACT

1. Complainant is Solomon Pratt.
2. Respondents are PPL Electric Utilities Corporation and Clearview Electric, Inc.
3. Bradford Pratt is Solomon Pratt's son and lives with his father at 50 Creek Lane, Easton, PA 18045 ("service address"). Tr. 10, 13.
4. Bradford Pratt handles all of his father's accounts. Tr. 14.
5. On February 26, 2024, Complainant contacted PPL to have electric service placed in his name at the service address. Tr. 27-28.
6. During the February 26, 2024 phone call, PPL asked Complainant if he would like to select an EGS via its Standard Offer Program. Tr. 27.
7. Complainant authorized PPL to speak to his son during the February 26, 2024 call to help establish service in his name at the service address. Tr. 27-28; PPL Electric Exhibit No. 2, p. 10.
8. On February 27, 2024, PPL placed electric service in Complainant's name at the service address. PPL Electric Exhibit No. 2, p. 11.

9. When service was established in Complainant's name at the service address, he was enrolled into PPL's Standard Offer Program with Clearview as his EGS. Tr. 27; PPL Electric Exhibit No. 2, p. 10.

10. The Standard Offer Program is a voluntary electric shopping program created by the Commission. Tr. 28.

11. Under the Standard Offer Program, a customer can enroll with an EGS at a cheaper rate than PPL's default EGS service provided at the Price to Compare rate. Tr. 28; PPL Electric Exhibit No. 4, p. 2.

12. Enrollment with an EGS pursuant to PPL's Standard Offer Program lasts for a term of 12 months. Tr. 28.

13. On March 7, 2024, Clearview sent a Welcome and Terms of Service Letter to Complainant. Clearview Exhibit No. 2.

14. The Welcome and Terms of Service Letter indicated that Complainant's EGS will be switched to Clearview effective March 7, 2024. Clearview Exhibit No. 2, p. 1.

15. The Welcome and Terms of Service Letter provided that Complainant will be provided with fixed rate service from Clearview for 12 months pursuant to the Standard Offer Program. Clearview Exhibit No. 2.

16. Pursuant to Terms of Service provided in the Welcome and Terms of Service Letter, there was no early termination fee if Complainant chose to terminate his Clearview contract prior to the end of the 12-month term. Tr. 46-47; Clearview Exhibit No. 2, p. 3.

17. On March 7, 2024, Complainant was enrolled with Clearview as his EGS. Tr. 36, 42.

18. On January 16, 2025, Clearview sent a Renewal Notice to Complainant. Clearview Exhibit No. 3.

19. The Renewal Notice indicated that Complainant's current Clearview contract would expire on March 7, 2025. Clearview Exhibit No. 3, p. 1.

20. The Renewal Notice provided that Complainant's EGS service would transition to a month-to-month variable rate upon expiration of his Clearview contract. Clearview Exhibit No. 3, p. 1, 5.

21. On January 31, 2025, Clearview sent an Options Notice to Complainant. Clearview Exhibit No. 4.

22. The Options Notice indicated that Complainant's current Clearview contract would expire on March 7, 2025. Clearview Exhibit No. 4, p. 1.

23. The Options Notice explained that Complainant has the option to cancel his Clearview service by enrolling with another supplier or by requesting to return to default service. Clearview Exhibit No. 4, p. 1.

24. The Options Notice explained that if Complainant took no action to cancel his Clearview service, his service would remain with Clearview and would transition to a month-to-month variable rate. Clearview Exhibit No. 4, p. 1, 5.

25. Neither Complainant nor his son responded to the Renewal Notice or the Options Notice, therefore, Complainant's Clearview service was transitioned to a month-to-month variable rate on March 7, 2025. Tr. 47-48.

26. On March 6, 2025, Clearview sent Complainant a Variable Rate Change Notice, informing him that his variable rate would be increasing starting his next billing cycle. Clearview Exhibit No. 5, p. 1.

27. On June 22, 2025, Clearview sent Complainant a Variable Rate Change Notice, informing him that his variable rate would be increasing starting his next billing cycle. Clearview Exhibit No. 5, p. 2.

28. Neither Complainant nor his son responded to the Variable Rate Change Notices. Tr. 50.

29. On August 6, 2025, Complainant contacted PPL and requested that Clearview be dropped as his EGS. Tr. 29; PPL Electric Exhibit No. 2, p. 9.

30. On August 11, 2025, Clearview was dropped as Complainant's EGS and Complainant was returned to PPL as his default EGS. Tr. 32, 50.

31. On August 11, 2025, Complainant contacted PPL and requested an investigation into the Clearview EGS switch. PPL Electric Exhibit No. 2, p. 8.

32. Clearview tracks whether its mailings to its customers are returned as undeliverable. Tr. 51.

33. The Welcome and Terms of Service Letter, Renewal Notice, Options Notice, and Variable Rate Change Notices were not returned to Clearview as undeliverable. Tr. 51.

34. Bradford Pratt threw away mail from Clearview addressed to Complainant without opening or reading the mail. Tr. 15-16.

35. When a supplier is added to a customer's PPL account, they are reflected on the customer's PPL utility bill each billing cycle. Tr. 36.

## DISCUSSION

### *Legal Standards*

#### *Burden of Proof*

Solomon Pratt is the Complainant in this proceeding. A complainant, as the party seeking affirmative relief from the Commission, has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

To establish a sufficient case against a utility and satisfy the burden of proof, the complainant must show that the utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must also be a violation of the Public Utility Code (“Code”), a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

The “burden of proof” is composed of two distinct burdens: the burden of production and the burden of persuasion. The burden of production, also called the burden of producing evidence or the burden of coming forward with evidence, determines which party must come forward with evidence to support a particular proposition. The burden of persuasion determines which party must produce sufficient evidence to meet the applicable standard of proof. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000).

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 respondent. If the evidence presented by the respondent is of co-equal weight, the complainant has not satisfied their burden of proof. The complainant would be required to provide additional evidence to rebut the evidence of the respondent. *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982). The burden of going forward may shift back and forth during a proceeding, but the ultimate burden of persuasion remains with the complainant. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

In addressing this Complaint, the Commission's decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

## *Electric Generation Suppliers*

Complainant alleged that his EGS was switched to Clearview without his authorization or consent. The unauthorized switch of a customer's EGS is known as "slamming." The Code addresses slamming at 66 Pa.C.S. § 2807(d)(1) which provides that "the commission shall establish regulations to ensure that an electric distribution company does not change a customer's electricity supplier without direct oral confirmation from the customer of record or written evidence of the customer's consent to a change of supplier." The Commission's regulation at 52 Pa. Code § 54.42(a)(9) provides that the Commission may impose sanctions on an EGS for "the transfer of a customer without the customer's consent."

For relief, Complainant requested a refund of Clearview EGS charges. The Commission in *Commonwealth v. IDT Energy, Inc.*, Docket No. C-2014-2427657 (Opinion and Order entered Dec. 18, 2014) ("*IDT Energy*") held that, pursuant to 66 Pa.C.S. § 1312, it could not generally refund charges for EGS service. The Commission reached this conclusion because it reasoned that 66 Pa.C.S. § 1312 applied only to rates charged by public utilities and EGSs are not public utilities except for the limited purposes of 66 Pa.C.S. §§ 2809 and 2810. *See* 66 Pa.C.S. § 102 "public utility."

However, the Commission carved out exceptions to this no refund rule in *IDT Energy*. One exception that the Commission noted was that pursuant to 52 Pa. Code § 57.177(b), it could direct an EGS to refund charges when a customer has been switched to an EGS without the customer's consent. The Commission's regulations at Section 57.177 state, in relevant part, the following:

**§ 57.177. Customer dispute procedures.**

(a) When a customer contacts an EDC or an EGS and alleges that the EGS has been changed without consent, the company contacted shall: (1) Consider the matter a customer registered dispute. (2) Investigate and respond to the dispute consistent with §§ 56.151 and 56.152 (relating to utility company dispute procedures).

(b) When the customer's dispute has been filed within the first two billing periods since the customer should reasonably have known of a change of the EGS and the dispute investigation establishes that the change occurred without the customer's consent, the customer is not responsible for EGS bills rendered during that period. If the customer has made payments during this period, the company responsible for initiating the change of supplier shall issue a complete refund within 30 days of the close of the dispute. The refund or credit provision applies only to the generation charges.

(c) A customer who has had an EGS changed without having consented to that change shall be switched back to the original EGS for no additional fee. Any charges involved in the switch back to the prior EGS are the responsibility of the company that initiated the change without the customer's consent.

52 Pa. Code § 57.177(a)-(c).

*Analysis*

At the evidentiary hearing in this matter, Complainant and his son Bradford Pratt elaborated on the allegations of slamming in the Complaint. Complainant testified that he never signed up with Clearview as his EGS.<sup>4</sup> Bradford Pratt, who testified that he

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<sup>4</sup> Tr. 8

lives at the service address and handles all of his father's accounts, does not have any recollection of enrolling his father's account with Clearview.<sup>5</sup>

PPL witness Hankerson testified that Complainant enrolled with Clearview as his EGS through PPL's Standard Offer Program.<sup>6</sup> Ms. Hankerson testified that Complainant contacted PPL on February 26, 2024, to have electric service placed in Complainant's name at the service address.<sup>7</sup> According to Ms. Hankerson and PPL records, PPL spoke with both Complainant and Bradford Pratt, as authorized by Complainant, during this call to assist in having service placed in Complainant's name.<sup>8</sup> During this call, PPL gave Complainant the option of selecting an EGS via its Standard Offer Program.<sup>9</sup> It was through this process that Complainant selected Clearview as his EGS.<sup>10</sup> Ms. Hankerson noted that after Clearview became Complainant's supplier they would have been listed on Complainant's PPL utility bill each billing cycle.<sup>11</sup>

Clearview witness Steele testified that Complainant received notice of his enrollment with Clearview as his EGS via a Welcome and Terms and Service Letter. This Letter was mailed to Complainant by Clearview on March 7, 2024.<sup>12</sup> The Letter explained that Complainant's EGS would be switched to Clearview effective March 7, 2024.<sup>13</sup> The Letter further explained that following the switch, Complainant would be provided with fixed rate service from Clearview for 12 months pursuant to PPL's Standard Offer Program.<sup>14</sup> Pursuant to Terms of Service provided in the Letter, there was no early

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<sup>5</sup> Tr. 10, 13-14.

<sup>6</sup> Tr. 27; PPL Electric Exhibit No. 2, p. 10.

<sup>7</sup> Tr. 27-28.

<sup>8</sup> *Id.*; PPL Electric Exhibit No. 2, p. 10.

<sup>9</sup> Tr. 27.

<sup>10</sup> *Id.*; PPL Electric Exhibit No. 2, p. 10.

<sup>11</sup> Tr. 36.

<sup>12</sup> Clearview Exhibit No. 2, p. 1.

<sup>13</sup> Clearview Exhibit No. 2

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

termination fee if Complainant chose to terminate his Clearview contract prior to the end of the 12-month term.<sup>15</sup>

Ms. Steele also testified regarding several notices mailed to Complainant by Clearview regarding Complainant's EGS service. The first of these notices was a Renewal Notice mailed on January 16, 2025.<sup>16</sup> The Renewal Notice explained that Complainant's current Clearview contract would expire on March 7, 2025.<sup>17</sup> The Renewal Notice also explained that Complainant's EGS service would transition to a month-to-month variable rate upon the expiration of his current Clearview contract.<sup>18</sup>

The second notice mailed to Complainant by Clearview was an Options Notice on January 31, 2025.<sup>19</sup> The Options Notice explained that Complainant's current Clearview contract would expire on March 7, 2025.<sup>20</sup> The Options Notice further explained that Complainant had the option to cancel his Clearview service by enrolling with another supplier or by requesting to return to default service.<sup>21</sup> Also, the Options Notice explained that if Complainant took no action to cancel his Clearview service, his service would remain with Clearview and would transition to a month-to-month variable rate.<sup>22</sup>

The last set of notices mailed to Complainant by Clearview were two Variable Rate Change Notices mailed on March 6, 2025, and June 22, 2025.<sup>23</sup> These

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<sup>15</sup> Tr. 46-47; Clearview Exhibit No. 2, p. 3.

<sup>16</sup> Clearview Exhibit No. 3.

<sup>17</sup> Clearview Exhibit No. 3, p. 1.

<sup>18</sup> Clearview Exhibit No. 3, p. 1, 5.

<sup>19</sup> Clearview Exhibit No. 4.

<sup>20</sup> Clearview Exhibit No. 4, p. 1.

<sup>21</sup> *Id.*

<sup>22</sup> Clearview Exhibit No. 4, p. 1, 5.

<sup>23</sup> Clearview Exhibit No. 5.

Notices informed Complainant of increases to his Clearview month-to-month variable rate.<sup>24</sup>

Regarding the aforementioned mailings, Ms. Steele explained that Clearview tracks whether its mailings to its customers are returned as undeliverable.<sup>25</sup> The Welcome and Terms of Service Letter, Renewal Notice, Options Notice, and Variable Rate Change Notices were not returned to Clearview as undeliverable.<sup>26</sup> Neither Complainant, nor his son, responded to any of the aforementioned mailings.<sup>27</sup> Relevant to this fact, Bradford Pratt testified that he threw away mailings from Clearview addressed to Complainant without opening or reading the mailings.<sup>28</sup>

Ultimately, Complainant had Clearview as his EGS from March 7, 2024, to August 11, 2025.<sup>29</sup> Complainant's EGS was switched from Clearview to PPL after Complainant contacted PPL on August 6, 2025, to have Clearview dropped as his EGS.<sup>30</sup> On August 11, 2025, Complainant contacted PPL and requested an investigation into the Clearview EGS switch.<sup>31</sup>

After reviewing the record, summarized above, Complainant did not meet his burden of proof in this proceeding.

Complainant, for relief in this proceeding, seeks a refund of his Clearview EGS charges. In order to receive a refund, Complainant must first show that he disputed the

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<sup>24</sup> *Id.*  
<sup>25</sup> Tr. 51.  
<sup>26</sup> *Id.*  
<sup>27</sup> Tr. 47-48, 50.  
<sup>28</sup> Tr. 15-16.  
<sup>29</sup> Tr. 32, 36, 42, 50.  
<sup>30</sup> Tr. 29; PPL Electric Exhibit No. 2, p. 9.  
<sup>31</sup> PPL Electric Exhibit No. 2, p. 8.

EGS switch within the first two billing periods since he should reasonably have known of the switch. 52 Pa. Code § 57.177(b)(1). Clearview presented credible testimony that it mailed a Welcome and Terms of Service Letter which detailed the EGS switch to Complainant and that the Letter was not returned to them as undeliverable. Bradford Pratt admitted that he threw away mail from Clearview addressed to Complainant without opening or reading the mail. Thus, I conclude that Complainant received the Letter and should have reasonably known of the change of EGS when the Letter was mailed to him on March 7, 2024. Complainant requested that his EGS be switched to PPL on August 6, 2025, and did not request an investigation into the Clearview EGS switch until August 11, 2025. As such, Complainant did not dispute the Clearview EGS switch until almost a year and a half (over 15 billing periods) after he should have reasonably known of the switch. This is well beyond the first two billing periods since Complainant should have reasonably known of the change of his EGS. Complainant, therefore, is not entitled to a refund.

In addition to showing that he disputed the EGS switch within the first two billing periods since he should have reasonably known of the switch, which he failed to do, Complainant must also show that the EGS switch occurred without his consent in order to receive a refund. 52 Pa. Code § 57.177(b)(2). I do not find any evidence of slamming by PPL or Clearview.

The record evidence is clear that Complainant, or his son on his behalf, chose to enroll with Clearview as his EGS through PPL's Standard Offer Program during the February 26, 2024 phone call. If Complainant was unaware of his enrollment with Clearview after the call, then he should have reasonably been aware of his enrollment after receiving multiple letters and notices from Clearview over the year and a half that he was enrolled with them. These letters and notices include the Welcome and Terms of Service Letter, Renewal Notice, Options Notice, and Variable Rate Change Notices, all of which address Complainant's enrollment with Clearview as his EGS. It is not the fault of Clearview that Bradford Pratt chose to trash these mailings without reading or opening

them. Had Complainant, or his son on his behalf, reviewed any of these documents they would have known that Complainant was enrolled with Clearview as his EGS.

In addition, Clearview's witness credibly testified that all of Complainant's PPL utility bills subsequent to his enrollment with Clearview listed Clearview as his EGS. Bradford Pratt did not testify to destroying any PPL utility bills. Thus, review by Complainant, or his son on his behalf, of Complainant's PPL utility bills would have revealed that Complainant was enrolled with Clearview as his EGS. Ultimately, Complainant consented to the switch of his EGS to Clearview and did not question his enrollment for over a year and a half despite receiving several documents notifying him of his Clearview enrollment.

In conclusion, Complainant failed to show that he disputed the Clearview EGS switch within the first two billing periods since he should have reasonably known of the change. Complainant additionally failed to show that he was slammed by PPL or Clearview. Thus, Complainant failed to meet his burden of proving that he is entitled to the relief that he is seeking in this proceeding, i.e. a refund of the Clearview EGS charges. The Complaint will therefore be dismissed in the Ordering paragraphs below.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.
2. As the proponent of a rule or order, Complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).
3. To establish a sufficient case and satisfy the burden of proof, the Complainant must show that Respondent is responsible or accountable for the problem

described in the Complaint by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a Commission-approved tariff. 66 Pa.C.S. § 701.

5. A preponderance of the evidence is evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

6. The “burden of proof” is composed of two distinct burdens: the burden of production and the burden of persuasion. The burden of production, also called the burden of producing evidence or the burden of coming forward with evidence, determines which party must come forward with evidence to support a particular proposition. The burden of persuasion determines which party must produce sufficient evidence to meet the applicable standard of proof. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000).

7. 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 respondent. If the evidence presented by the respondent is of co-equal weight, the complainant has not satisfied their burden of proof. The complainant would be required to provide additional evidence to rebut the evidence of the respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

8. Any finding of fact necessary to support the Commission’s adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.

9. The Commission shall establish regulations to ensure that an electric distribution company does not change a customer's electricity supplier without direct oral confirmation from the customer of record or written evidence of the customer's consent to a change of supplier. 66 Pa.C.S. § 2807(d)(1).

10. The Commission may impose sanctions on an EGS for “the transfer of a customer without the customer's consent.” 52 Pa. Code § 54.42(a)(9).

11. When the customer’s dispute has been filed within the first two billing periods since the customer should reasonably have known of a change of the EGS and the dispute investigation establishes that the change occurred without the customer’s consent, the customer is not responsible for EGS bills rendered during that period. If the customer has made payments during this period, the company responsible for initiating the change of supplier shall issue a complete refund within 30 days of the close of the dispute. The refund or credit provision applies only to the generation charges. 52 Pa. Code § 57.177(b).

12. Complainant failed to meet his burden of proving that he is entitled to the relief that he is seeking in this proceeding. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Solomon Pratt at Solomon Pratt v. PPL Electric Utilities Corporation and Clearview Electric, Inc., at Docket No. F-2025-3057731, is dismissed.
2. That the Secretary's Bureau shall mark Docket No. F-2025-3057731 as closed.

Date: May 26, 2026

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/s/  
Alphonso Arnold III  
Administrative Law Judge