

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)
Commerce Energy, Inc. d/b/a Just) Case No. 02-1828-GA-CRS
Energy for Certification as a Competitive)
Retail Natural Gas Provider.)

OPINION AND ORDER

The Commission, having considered the applicable law and evidence of record, and being otherwise fully advised, hereby issues its opinion and order.

APPEARANCES:

Vorys, Sater, Seymour and Pease LLP, by M. Howard Petricoff and Stephen M. Howard, 52 East Gay Street, P.O. Box 1008, Columbus, Ohio 43216-1008, on behalf of Commerce Energy, Inc. d/b/a Just Energy.

Richard Cordray, Ohio Attorney General, by Rebecca L. Hussey, Assistant Section Chief, and John H. Jones, Assistant Attorney General, 180 East Broad Street, Columbus, Ohio 43215, on behalf of staff of the Commission.

Janine L. Migden-Ostrander, Ohio Consumers' Counsel, by Joseph P. Serio and Larry S. Sauer, Assistant Consumers' Counsel, 10 West Broad Street, Suite 1800, Columbus, Ohio 43215, on behalf of the residential natural gas consumers.

OPINION:

I. INTRODUCTION

This case is before the Commission upon an application being filed by Commerce Energy, Inc. d/b/a Just Energy (Just Energy) for renewal of Certificate No. 02-023, which authorizes it to provide competitive retail natural gas service (CRNGS)¹. The Commission staff filed a report of investigation in this matter after receiving a significant number of contacts to the Commission's call center from consumers complaining about the marketing, solicitation, and customer enrollment practices of Just Energy's residential door-to-door sales agents in connection with the sale of CRNGS. The complaints involved allegations of deception/misrepresentation, misleading information, and unconscionable practices in

¹ The expiration date for Certificate No. 02-023 was September 17, 2010.

violation of the Commission's rules. The office of the Ohio Consumers' Counsel (OCC) had also received customer complaints about door-to-door solicitors for Just Energy.

II. HISTORY OF THE PROCEEDINGS

On August 12, 2010, Just Energy filed an application for renewal of Certificate No. 02-023, which authorizes it to provide CRNGS. By entry of September 10, 2010, the 30-day automatic approval process for Just Energy's renewal application was suspended in order for the Commission and its staff to review this matter. By entry of September 17, 2010, a hearing was scheduled for October 14, 2010, and the expiration date of Certificate No. 02-023 was extended for the time that Just Energy's renewal application was under review and until the Commission deemed otherwise. On September 20, 2010, staff filed a written report of its investigation of Just Energy's compliance with the minimum service requirements for CRNGS suppliers. On September 30, 2010, OCC was granted intervention in this case. By entry of October 7, 2010, the October 14, 2010 hearing was continued to October 21, 2010. At the commencement of the October 21, 2010 hearing, the attorney examiner noted that no members of the public were present and he granted a request to continue the hearing. By entry of October 25, 2010, the hearing was ordered to reconvene on November 4, 2010. At the November 4, 2010 hearing, the parties indicated that they had filed a stipulation that resolves all of the outstanding issues in the case. No one opposed the stipulation. Also on November 4, 2010, Just Energy filed a motion for a protective order of certain attachments to the stipulation.²

III. SUMMARY OF THE STIPULATION

The following is a summary of the conditions agreed to by the stipulating parties and is not intended to replace or supersede the stipulation. Pursuant to the stipulation, the parties agreed, *inter alia*, that:

- (1) A two-year certification is recommended for Just Energy, but that the terms and conditions of this stipulation apply to residential door-to-door solicitation for the first calendar year (January 1, 2011 to December 31, 2011) of that certificate.
- (2) During this one-year period that is covered by the stipulation, Just Energy will be subject to monitoring by staff and OCC for compliance with this stipulation.
- (3) During calendar year 2011, Just Energy shall hold \$200,000 in abeyance. If Just Energy has 10 verified complaints concerning

² Just Energy also filed a motion for a protective order on August 12, 2010, for one exhibit to its renewal certification application.

residential door-to-door marketing solicitations or customer enrollments for a calendar month involving conduct that is misleading and/or deceptive and/or unconscionable, as reported from sources, such as local distribution companies (LDCs) where Just Energy is operating, the Commission's call-center, OCC, and the Ohio Attorney General's consumer protection section and subsequently verified by staff and OCC for any two calendar months in a rolling three-month period, it will trigger a settlement payment of \$100,000 by Just Energy, which is half the amount Just Energy is required to hold in abeyance. Such violation is referred to as Just Energy's first (three-calendar month) cycle violation. If Just Energy subsequently has 10 new/additional verified complaints in a calendar month, based on the same type of conduct as reported from any of the sources identified above, and similarly verified for two of three rolling calendar months in a second cycle, that shall trigger a second settlement payment of \$100,000 by Just Energy (this constitutes the remaining half of the funds Just Energy is required to hold in abeyance). A second cycle violation may also result in staff and/or OCC also seeking suspension, rescission, or conditional rescission of Just Energy's certification.

- (4) A violation will be counted in the calendar month that it was received by staff, OCC, Attorney General consumer protection section, or an LDC where Just Energy is operating. Staff and OCC will strive to provide Just Energy with all complaints as soon as practicable after receiving them. Further, staff and/or OCC at the end of each month will report to Just Energy the number of verified complaints. The parties agree to work together to exchange information, including verified complaint information, third-party verification tapes, and customer agreements, in a timely manner.
- (5) If staff and OCC seek to obtain a settlement payment from the \$200,000 Just Energy is holding in abeyance, but Just Energy does not agree that the requisite number of verified complaints has occurred, then the staff and OCC shall bring an action before the Commission which will include an expedited hearing and provide evidence that, within three consecutive calendar months, there were two calendar months with 10 or more

verified complaints. A Commission final order would trigger a payment by Just Energy from the abeyance amount.

- (6) Staff and the OCC will not seek additional penalties or restrictions, other than those identified in the stipulation arising from the above-referenced complaints. However, staff and OCC shall not be restrained from seeking the penalty of certificate rescission or suspension or conditional rescission for major violations of the Commission's rules involving marketing, solicitation, and customer enrollment.
- (7) Just Energy will implement an in-state quality assurance program no later than January 1, 2011, that, at a minimum, includes:
 - (a) Just Energy agreeing to hire a number of quality assurance personnel whose compensation will be salaried and not based on any commission and will be sufficiently scaled to the sales force in order to provide adequate oversight of Just Energy's sales force. Just Energy also agrees to re-train all sales agents to assure compliance with Commission rules and Just Energy compliance program.
 - (b) Just Energy will provide to OCC and staff all screening qualifications used for hiring door-to-door sales agents. OCC and staff will have the opportunity to review the screening qualifications and provide comments on them. In addition to retraining sales agents, Just Energy agrees to revise its "Compliance Matrix Ohio Market" by increasing the contractor, supervisor, and regional manager consequences for misrepresentations and/or deception and/or unconscionable practices. The revised matrix must be implemented, and a copy provided to staff and OCC, within 10 business days from the opinion and order approving this stipulation.
 - (c) All training materials will be reviewed by staff and OCC, in order to provide comment.

- (8) Just Energy agrees to use a customer acknowledgement form that is separate from the customer agreement or contract, which has been approved by the parties and is in compliance with Rule 4901:1-29-06(6)(a), Ohio Administrative Code (O.A.C.).
- (9) In the customer agreement, Just Energy agrees to remove language stating customers can be required to submit to binding arbitration under the American Arbitration Association rules and will maintain language, as to the right of customers to bring complaints to Commission in order to comply with Rule 4901:1-29-08(B)(4), O.A.C., and/or OCC, within 10 business days from the opinion and order approving this stipulation.
- (10) Just Energy agrees to delete the statement in the contract that "the contents of Just Energy's marketing materials do not form part of the agreement and were not relied upon by you" within 10 business days from the opinion and order approving this stipulation.
- (11) Just Energy, within 10 business days from the opinion and order approving this stipulation, agrees to implement a new third-party verification (TPV) process. The customer portion of the TPV shall begin after the sales agent leaves the property of the customer. Following the customer signing the contract, the sales agent shall call the party responsible for the TPV process and provide the necessary tracking information to initiate the process. The sales agent must be gone from the premises, and not to return, before and after the TPV interview of the customer takes place. For the entire duration of the two-year certification period, Just Energy shall conduct a third-party verification process for 100 percent of all residential customers enrolled through door-to-door solicitation. Just Energy will report quarterly to staff and OCC, in accordance with Paragraph 10 of the stipulation, any circumstance in which the sales agent was present during the TPV process. Just Energy shall also, as part of the quarterly report, tabulate on a monthly basis the number of contracts which were presented to the TPV and number of those contracts which TVP eliminated from further processing.
- (12) The TPV process shall be conducted in accordance with Rule 4901:1-29-06 (E), OAC. In addition to compliance with this rule, Just Energy will also have the customer verify that the sales agent is gone from the property, as part of the TPV process.

- (13) A customer letter that is agreed to by the parties shall be sent to all current customers of Just Energy who have signed up between April 1, 2010, and September 20, 2010, for service. The letter will offer customers the right to four choices: stay with the agreement they have, select a different offer from Just Energy, select a different marketer for service, or return to standard service as offered by the LDC. In addition, the Commission and OCC contact information will be provided in the letter to consumers. The letters shall be mailed out no later than 10 business days from the opinion and order approving this stipulation. The time frame for waiver of the termination fee that customers would otherwise be required to pay shall be three weeks from the postmark of the letter.
- (14) If Just Energy's performance meets all of the conditions in this stipulation, then the payment of the initial \$111,000 forfeiture shall be deemed to have resolved all the outstanding issues included in the staff report for the time period of April 1, 2010 through September 20, 2010. However, if Just Energy violates the conditions of the stipulation in a second cycle of the three rolling months, as provided in the stipulation, then staff and OCC can still use the staff report in any future proceeding relevant to a certification suspension, rescission, or conditional rescission of Just Energy's certification to show a pattern of misconduct involving marketing, solicitation, and customer enrollment. In the event that individual customers contact OCC, OCC is not precluded from working with or representing those individual customers in a complaint case before the Commission and OCC is not precluded from filing a complaint against Just Energy in OCC's own name as OCC sees fit.
- (15) Just Energy shall provide a quarterly report to staff and OCC regarding the progress it has made implementing changes, as identified in the stipulation, to improve the efficiency of Just Energy's oversight of its sales force and marketing operations (as a result of its quality assurance program) and to resolve issues raised in the staff report and the stipulation. Just Energy shall also, as part of the quarterly report, tabulate, on a monthly basis, the number of contracts which were presented to the TPV and number of those contracts which TVP eliminated from further processing as outlined in the stipulation.
- (16) Just Energy admits no wrongdoing.

(17) Penalties:

- (a) Just Energy shall hold \$200,000 in abeyance and, if it violates any condition or term of the stipulation, including circumstances in which staff and/or OCC accumulate 10 verified complaints per calendar month based on conduct for deception and/or misrepresentation and/or unconscionable practice by Just Energy sales representative(s) for two of any rolling three-calendar month period, which would constitute the first (three-month) cycle for violation purposes, Just Energy agrees to forfeit from the abeyance \$100,000 to the state of Ohio to be credited to the general revenue fund.
- (b) In the event Just Energy has 10 new/additional verified complaints per calendar month for two of any three rolling months in a second cycle, based on conduct for deception and/or misrepresentation and/or unconscionable practice, Just Energy agrees to forfeit the remaining \$100,000 in abeyance to the state of Ohio to be credited to the general revenue fund. If, during the stipulation period, Just Energy has failed two cycles, as outlined in the stipulation, then the Commission staff and/or OCC can pursue suspension, rescission, or conditional rescission of Just Energy's certification.

- (18) In consideration of the stipulation, Just Energy will forfeit \$111,000 to the state of Ohio to be credited to the general revenue fund within 20 business days from the opinion and order approving this stipulation.
- (19) Just Energy agrees to maintain as part of its residential customer agreement the right of the customer to terminate the contract within the first 30 days following the issuance of the first bill, without an early termination penalty.

IV. CONSIDERATION OF THE STIPULATION

Rule 4901-1-30, O.A.C., authorizes parties to Commission proceedings to enter into stipulations. Although not binding on the Commission, the terms of such agreements are

accorded substantial weight. See *Consumers' Counsel v. Pub. Util. Comm.*, 64 Ohio St.3d 123, at 125 (1992), citing *Akron v. Pub. Util. Comm.*, 55 Ohio St.2d 155 (1978).

The standard of review for considering the reasonableness of a stipulation has been discussed in a number of prior Commission proceedings. See, e.g., *Cincinnati Gas & Electric Co.*, Case No. 91-410-EL-AIR (April 14, 1994); *Western Reserve Telephone Co.*, Case No. 93-230-TP-ALT (March 30, 1994); *Ohio Edison Co.*, Case No. 91-698-EL-FOR et al. (December 30, 1993); *Cleveland Electric Illum. Co.*, Case No. 88-170-EL-AIR (January 30, 1989); *Restatement of Accounts and Records (Zimmer Plant)*, Case No. 84-1187-EL-UNC (November 26, 1985). The ultimate issue for our consideration is whether the agreement, which embodies considerable time and effort by the signatory parties, is reasonable and should be adopted. In considering the reasonableness of a stipulation, the Commission has used the following criteria:

- (1) Is the settlement a product of serious bargaining among capable, knowledgeable parties?
- (2) Does the settlement, as a package, benefit ratepayers and the public interest?
- (3) Does the settlement package violate any important regulatory principle or practice?

The Ohio Supreme Court has endorsed the Commission's analysis using these criteria to resolve issues in a manner economical to ratepayers and public utilities. *Indus. Energy Consumers of Ohio Power Co. v. Pub. Util. Comm.*, 68 Ohio St.3d 547 (1994) (citing *Consumers' Counsel*, supra, at 126). The court stated in that case that the Commission may place substantial weight on the terms of a stipulation, even though the stipulation does not bind the Commission (*Id.*).

The signatory parties agree that the stipulation is supported by adequate data and information, represents a just and reasonable resolution of the issues that are proposed to be resolved by the stipulation in this proceeding, violates no regulatory principle, and is the product of lengthy, serious bargaining among knowledgeable and capable parties in a cooperative process undertaken by the parties to settle such contested issues. (Jt. Ex. 1, at 2.) James Drummond, a supervisor in the Commission's Service Monitoring and Enforcement Department, testified that the settlement was a product of serious bargaining among capable, knowledgeable parties; the settlement, as a package, benefits ratepayers and is in the public interest; and the settlement does not violate any regulatory principle or practice. He indicated that the parties involved in the negotiations of the stipulation have been involved in prior proceedings before the Commission and are knowledgeable and experienced in utility cases. Mr. Drummond noted that all the parties participated in the

negotiations and were included in all communications. He indicated that the settlement reflected a consensus on the part of the signatories to the settlement (Tr. at 13-15).

Upon review of the stipulation, we find that it is the product of serious bargaining among capable, knowledgeable parties. The Commission also finds that many items in the stipulation will benefit the public interest. Specifically, the stipulation will insure that any customers who wish to opt-out of service from Just Energy will be given that opportunity without being subject to cancellation fees. We would also note that the stipulation provides customers the right to bring complaints to the Commission, in compliance with Rule 4901:1-29-08(B)(4), O.A.C., or to OCC. It also provides additional benefits to residential customers by monitoring Just Energy's solicitation practices for one year. Further, customer acknowledgement forms are revised to be more customer friendly and clear and training materials will be reviewed by the staff of the Commission. In addition, there will be a third-party verification process for the two-year period of Just Energy's certification, which will track the conduct of Just Energy's sales agents and customer verification of contract activities. The stipulation also provides that Just Energy pays a financial penalty of \$111,000 and is subject to additional penalties of up to \$200,000 if it violates the terms of the stipulation, as well as suspension and revocation of its certification if it is found in violation of the stipulation or the Commission's rules. Finally, with regard to our review of the stipulation, there is no evidence that it violates any regulatory principle or precedent. Accordingly, we find that the stipulation entered into by the parties should be approved and adopted. We would also note that, while we fully expect Just Energy to comply with the terms of the stipulation that we are approving in this case, we are not waiving our jurisdiction under Chapter 4905, Revised Code, to take all appropriate actions with respect to Just Energy, including suspension and/or revocation of its certificate or to impose additional monetary penalties not set forth in the stipulation, if it is determined that Just Energy's conduct is or has been detrimental to customers or prospective customers regarding a matter not addressed in the stipulation.

V. CONCLUSION

Rule 4901:1-27-06(C), O.A.C. provides that in evaluating an application for certification as a CRNGS provider, the Commission will consider the information contained in the application, supporting evidence and attachments, evidence filed by any interested parties and recommendations of its staff. This rule also provides that the Commission will act to approve an application if it finds that the applicant is managerially, financially, and technically fit and capable of performing the services it intends to provide, capable to comply with all applicable Commission rules and orders, and able to provide reasonable financial assurances sufficient to protect natural gas companies and the regulated sales service customers from default. Upon review, we find that Just Energy satisfies the criteria set forth in Rule 4901:1-27-06, O.A.C., and that its application for renewal of its Certificate No. 02-023 should be granted for a period of 24 months until November 22, 2012, contingent

upon its compliance with the statute, the Commission's rules, and the terms of the stipulation.

We would also note that, while the stipulation provides that the terms and conditions apply to residential door-to-door solicitation for the first calendar year (January 1, 2011 to December 31, 2011, we believe that, as we are approving the renewal of Just Energy's renewal application effective on approval of this opinion and order, so should the terms and conditions of the stipulation that we are approving be effective on the date of the approval of the renewal application. Accordingly, the terms and conditions of the stipulation shall be effective commencing November 22, 2010, to December 31, 2011.

VI. CONSIDERATION OF THE MOTIONS FOR PROTECTIVE ORDERS

Lastly, on August 12, 2010, and November 4, 2010, Just Energy filed motions for protective orders for Exhibit C-5 of its renewal certification application and Exhibits A and C of the stipulation, which were filed in accordance with Rule 4901:1-27-06, O.A.C. In support of its motions, Just Energy submits that Exhibit C-5 of its renewal application contains forecasted financial statements for its parent company, Commerce Energy, for 2011 and 2012, which are sensitive and confidential. Just Energy states that this information is competitively sensitive and highly proprietary business financial information. By having to reveal this sensitive and confidential information in a publicly filed document, Just Energy contends that it would be providing its competitors with a competitive advantage. With respect to Exhibits A and C of the stipulation, Just Energy states that these documents include a quality assurance program term sheet and a third-party verification script that contain competitive sensitive and highly proprietary business information. Just Energy states that these reports relate to the TPV process and to the progress in implementing changes as identified in the stipulation to improve efficiency of the company's oversight of its sales force and marketing operation as a result of its quality assurance program and to resolve issues raised in the staff report and stipulation. No one filed in opposition to the motions for protective order.

The Commission has reviewed the information covered by Just Energy's motion for a protective order concerning Exhibit C-5 of the renewal application, as well as the assertions set forth in the supportive memorandum. Applying the requirements that the information have independent economic value and be the subject of reasonable efforts to maintain its secrecy pursuant to Section 1333.61(D), Revised Code, as well as the six-factor test set forth by the Ohio Supreme Court,³ the Commission finds that Exhibit C-5 contains trade secret information. Its release is, therefore, prohibited under state law. The Commission also finds that nondisclosure of this information is not inconsistent with the purposes of Title 49 of the Revised Code. Finally, the Commission concludes that this document cannot be

³ See *State ex rel. The Plain Dealer v. Ohio Dept. of Ins.*, (1997), 80 Ohio St.3d 513, 524-525.

reasonably redacted to remove the confidential information contained therein. Therefore, the Commission finds that Just Energy's motion for a protective order with regard to Exhibit C-5 is reasonable and should be granted.

Section 4905.07, Revised Code, provides that all facts and information in the possession of the Commission shall be public, except as provided in Section 149.43, Revised Code, and as consistent with the purposes of Title 49 of the Revised Code. Section 149.43, Revised Code, specifies that the term "public records" excludes information which, under state or federal law, may not be released. The Ohio Supreme Court has clarified that the "state or federal law" exemption is intended to cover trade secrets. *State ex rel. Besser v. Ohio State* (2000), 89 Ohio St.3d 396, 399.

Similarly, Rule 4901-1-24, O.A.C., allows the Commission to issue an order to protect the confidentiality of information contained in a filed document, "to the extent that state or federal law prohibits release of the information, including where the information is deemed . . . to constitute a trade secret under Ohio law, and where non-disclosure of the information is not inconsistent with the purposes of Title 49 of the Revised Code."

Ohio law defines a trade secret as "information . . . that satisfies both of the following: (1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. (2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Section 1333.61(D), Revised Code.

Rule 4901-1-24(D)(4), O.A.C., provides for protective orders relating to gas marketer's renewal applications to expire after 24 months. The Commission finds that the 24-month provision in Rule 4901-1-24(D)(4), O.A.C., is intended to synchronize the expiration of protective orders related to a gas marketer's certification application with the expiration of its certification and that the expiration dates should allow adequate time for consideration of any motion for extension. Therefore, confidential treatment shall be afforded to Exhibit C-5 for a period ending 24 months from the effective date of the certificate issued to Just Energy, or until November 22, 2012. Until that date, the docketing division should maintain, under seal, Exhibit C-5, which were filed under seal in this docket on August 12, 2010. Rule 4901-1-24(F), O.A.C., requires a party wishing to extend a protective order to file an appropriate motion at least 45 days in advance of the expiration date. If Just Energy wishes to extend this confidential treatment, it should file an appropriate motion at least 45 days in advance of the expiration date. If no such motion to extend confidential treatment is filed, the Commission may release this information without prior notice to Just Energy.

However, the information contained in Exhibits A and C of the stipulation, does not meet the six-factor test set forth by the Ohio Supreme Court and, therefore, we do not find that these documents contain trade secret information. The information in Exhibit A consists of general information on the company's quality assurance program for the sales process and duties of a position; none of which appears to be trade secret. Similarly, the information in Exhibit C is a sample script for employees to use when conducting sales activities, with general questions for prospective customers. This information becomes public the moment the Just Energy employee reads the words on the script. Therefore, Just Energy's motion for a protective order of Exhibits A and C of the stipulation should be denied. The docketing division is directed to release this information to the public docket 35 days after the issuance of this opinion and order, unless otherwise ordered.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

- (1) Just Energy is a CRNGS and, as such, is a public utility as defined by Section 4905.02, Revised Code, subject to the jurisdiction and supervision of the Commission.
- (2) On August 12, 2010, Just Energy filed an application for renewal of Certificate No. 02-023, which authorizes it to provide CRNGS.
- (3) By entry of September 10, 2010, the 30-day automatic approval process for Just Energy's application for renewal of Certificate No. 02-023 was suspended in order for the Commission and its staff to review this matter.
- (4) By entry of September 17, 2010, a hearing was scheduled for October 14, 2010, and extended the expiration date of Certificate No. 02-023 for the time that Just Energy's renewal application was under review and until the Commission deemed otherwise.
- (5) On September 20, 2010, staff filed a written report of its investigation of Just Energy's compliance with the minimum service requirements for CRNGS providers.
- (6) On September 30, 2010, OCC was granted intervention in this case.
- (7) The October 14, 2010 hearing was continued to October 21, 2010. No members of the public appeared at the hearing. By entry of October 25, 2010, the hearing was continued to November 4, 2010.

- (8) On November 4, 2010, the parties filed a stipulation that resolves all of the outstanding issues in the case. No one opposed the stipulation.
- (9) The stipulation meets the criteria used by the Commission to evaluate stipulations, is reasonable, and should be adopted and shall be effective commencing November 22, 2010, to December 31, 2011.
- (10) Just Energy's renewal application satisfies the requirements of Rule 4901:1-27-06(C), O.A.C., and, therefore, Just Energy's application to renew its certificate should be granted for a period of 24 months, until November 22, 2012, contingent on Just Energy's compliance with the statute, the Commission's rules, and the stipulation.
- (11) Just Energy filed motions for protective orders of certain attachments to the application and to the stipulation. Just Energy's request for protective order for Exhibit C-5 meets the statutory criteria and should be granted for a period of 24 months. The request for protective order for Exhibits A and C does not meet the statutory criteria and should be denied and the documents should be released to the public record on December 27, 2010, unless otherwise ordered.

ORDER:

It is, therefore,

ORDERED, That, contingent on Just Energy's compliance with the statute, the Commission's rules, and the terms of the stipulation, Just Energy's application for renewal of Certificate No. 02-023 is granted for a period of 24 months or until November 22, 2012. It is, further,

ORDERED, That the stipulation is approved and adopted and the terms and conditions of the stipulation shall be effective commencing November 22, 2010, to December 31, 2011. It is, further,

ORDERED, That Just Energy's motion for a protective order of Exhibit C-5 is granted. It is, further,

ORDERED, That Exhibit C-5 remain under seal in the Commission's docketing division for a 24-month period consistent with Section VI of the opinion and order. It is, further,

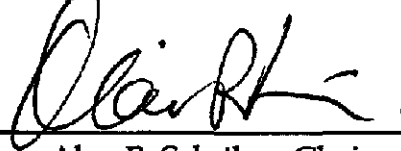
ORDERED, That Just Energy's motion for a protective order of Exhibits A and C of the stipulation is denied. It is, further,

ORDERED, That Exhibits A and C of the stipulation should be released to the public on December 27, 2010, unless otherwise ordered. It is, further,

ORDERED, That nothing in this opinion and order shall be binding upon this Commission in any future proceeding or investigation involving the justness or reasonableness of any rate, charge, rule, or regulation. It is, further,

ORDERED, That a copy of this opinion and order be served on all parties of record.

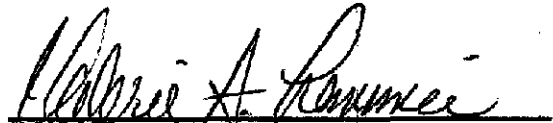
THE PUBLIC UTILITIES COMMISSION OF OHIO



Alan R. Schriber, Chairman



Paul A. Centolella



Valerie A. Lemmie



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Cheryl L. Roberto

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Secretary