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**Customized
Energy Solutions**

AN ENERGY COMPANY



May 16, 2017

Public Utilities Commission of Ohio
Docketing Division
13th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

PUCO

2017 MAY 17 AM 10:42

Re: **CRES Renewal Application for CleanChoice Energy, Inc. -- CONFIDENTIAL
VERSION
Docket No.: 13-1210-EL-CRS**

Dear Docketing Division,

CleanChoice Energy, Inc. ("CleanChoice"), a CRES licensed in Docket No. 13-1210-EL-CRS, hereby submits the Confidential version of its Renewal Application pursuant to Rule 4901:1-24-09 for the license it received on June 21, 2013, as amended by the name change certificates issued on April 18, 2014 and August 9, 2016. Enclosed please find one original and three (3) copies of the Application and Attachments. CleanChoice respectfully requests that its financial statements, financial arrangements, and forecasted financial statements, submitted under seal, be afforded protective treatment and confidentiality for the period of six (6) years as allowed by Rule 4901:1-24-08(A). The Public Version will be e-filed today under CleanChoice's docket number.

Please direct any correspondence and communication regarding this submission to the undersigned.

Respectfully Submitted,

Kira S. Bryers
Customized Energy Solutions
Phone: 267-238-4785
Email: kbryers@ces-ltd.com

On behalf of CleanChoice Energy, Inc.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician *DM* Date Processed **MAY 17 2017**

Tel: 215-875-9440 • www.ces-ltd.com • Email: info@ces-ltd.com

1528 Walnut Street, 22nd Floor, Philadelphia, PA 19102



Public Utilities Commission

Original CRS Case Number	Version
13-1210-EL-CRS	May 2016

RENEWAL APPLICATION FOR RETAIL GENERATION PROVIDERS AND POWER MARKETERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit C-10 Corporate Structure). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may input information directly onto the form.
You may also download the form, by saving it to your local disk, for later use.

A. RENEWAL INFORMATION

A-1 Applicant intends to be renewed as: (check all that apply)

☒ Retail Generation Provider
☒ Power Marketer

☒ Power Broker
☐ Aggregator

A-2 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name CleanChoice Energy, Inc. (d/b/a "CleanChoice Energy")
Address 1055 Thomas Jefferson Street NW, Suite 650, Washington, DC 20007
PUCO Certificate # and Date Certified 13-702E; June 17, 2013
Telephone # (202) 248-9900 Web site address (if any) <https://cleanchoiceenergy.com>

A-3 List name, address, telephone number and web site address under which Applicant does business in Ohio

Legal Name CleanChoice Energy, Inc.; CleanChoice Energy
Address 1055 Thomas Jefferson Street NW, Suite 650, Washington, DC 20007
Telephone # (202) 248-9900 Web site address (if any) <https://cleanchoiceenergy.com>

2017 MAY 17 AM 10:22
PUCO

CleanChoice Energy, Inc.	Clean Energy Option
CleanChoice Energy	
Ethical Electric	

Name **Jennifer Spinosi**
 Title **Head of Regulatory and Compliance**
 Business address **1055 Thomas Jefferson Street NW, Suite 650, Washington, DC 20**
 Telephone # **(419) 348-2424** Fax # **(800) 815-8231**
 E-mail address **regulatory@cleanchoiceenergy.co**

Name Amanda Leonardi
Title Manager, Training and Quality Assurance
Business address 1055 Thomas Jefferson Street NW, Suite 650, Washington, DC 20
Telephone # (202) 591-2250 Fax # (800) 815-8231
E-mail address customer care@cleanchoiceenergy

Customer Service address 1055 Thomas Jefferson Street NW, Suite 650, Washington
Toll-free Telephone # (888) 444-9452 Fax # (800) 815-8231
E-mail address customercare@cleanchoiceenergy.

☐ Sole Proprietorship ☐ Partnership
☐ Limited Liability Partnership (LLP) ☐ Limited Liability Company (LLC)
☒ Corporation ☐ Other

A-10 **Exhibit A-10 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.

B. MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- B-1** **Exhibit B-1 "Jurisdictions of Operation,"** provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services.
- B-2** **Exhibit B-2 "Experience & Plans,"** provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.
- B-3** **Exhibit B-3 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.
- B-4** Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.
☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-4 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

- B-5** Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service denied, curtailed, suspended, revoked, or cancelled within the past two years.
☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-5 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

C. FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- C-1** **Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why. (This is generally only applicable to publicly traded companies who publish annual reports.)

C-2 **Exhibit C-2 “SEC Filings,”** provide the most recent 10-K/8-K Filings with the SEC. If the applicant does not have such filings, it may submit those of its parent company. An applicant may submit a current link to the filings or provide them in paper form. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.

C-3 **Exhibit C-3 “Financial Statements,”** provide copies of the applicant’s two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business. If the applicant does not have a balance sheet, income statement, and cash flow statement, the applicant may provide a copy of its two most recent years of tax returns (with social security numbers and account numbers redacted).

C-4 **Exhibit C-4 “Financial Arrangements,”** provide copies of the applicant’s financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.,).

Renewal applicants can fulfill the requirements of Exhibit C-4 by providing a current statement from an Ohio local distribution utility (LDU) that shows that the applicant meets the LDU’s collateral requirements.

First time applicants or applicants whose certificate has expired as well as renewal applicants can meet the requirement by one of the following methods:

1. The applicant itself stating that it is investment grade rated by Moody’s, Standard & Poor’s or Fitch and provide evidence of rating from the rating agencies.
2. Have a parent company or third party that is investment grade rated by Moody’s, Standard & Poor’s or Fitch guarantee the financial obligations of the applicant to the LDU(s).
3. Have a parent company or third party that is not investment grade rated by Moody’s, Standard & Poor’s or Fitch but has substantial financial wherewithal in the opinion of the Staff reviewer to guarantee the financial obligations of the applicant to the LDU(s). The guarantor company’s financials must be included in the application if the applicant is relying on this option.
4. Posting a Letter of Credit with the LDU(s) as the beneficiary.

If the applicant is not taking title to the electricity or natural gas, enter “N/A” in Exhibit C-4. An N/A response is only applicable for applicants seeking to be certified as an aggregator or broker.

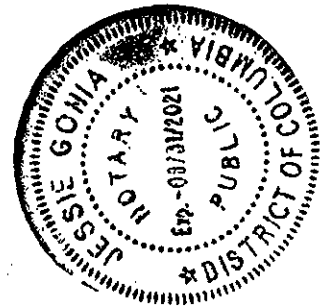
- C-5** **Exhibit C-5 “Forecasted Financial Statements,”** provide two years of forecasted income statements for the applicant’s **ELECTRIC related business activities in the state of Ohio Only**, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer. The forecasts should be in an annualized format for the two years succeeding the Application year.
- C-6** **Exhibit C-6 “Credit Rating,”** provide a statement disclosing the applicant’s credit rating as reported by two of the following organizations: Duff & Phelps, Fitch IBCA, Moody’s Investors Service, Standard & Poor’s, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or an affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant’s parent or affiliate organization that guarantees the obligations of the applicant. If an applicant or its parent does not have such a credit rating, enter “N/A” in Exhibit C-6.
- C-7** **Exhibit C-7 “Credit Report,”** provide a copy of the applicant’s credit report from Experian, Dun and Bradstreet or a similar organization. An applicant that provides an investment grade credit rating for Exhibit C-6 may enter “N/A” for Exhibit C-7.
- C-8** **Exhibit C-8 “Bankruptcy Information,”** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.
- C-9** **Exhibit C-9 “Merger Information,”** provide a statement describing any dissolution or merger or acquisition of the applicant within the two most recent years preceding the application.
- C-10** **Exhibit C-10 “Corporate Structure,”** provide a description of the applicant’s corporate structure, not an internal organizational chart, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America. If the applicant is a stand-alone entity, then no graphical depiction is required and applicant may respond by stating that they are a stand-alone entity with no affiliate or subsidiary companies.

D. TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- D-1 Exhibit D-1 "Operations"** provide a written description of the operational nature of the applicant's business. Please include whether the applicant's operations include the generation of power for retail sales, the scheduling of retail power for transmission and delivery, the provision of retail ancillary services as well as other services used to arrange for the purchase and delivery of electricity to retail customers.
- D-2 Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's experience and technical expertise in performing such operations.
- D-3 Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, e-mail addresses, telephone numbers, and the background of key personnel involved in the operational aspects of the applicant's business.
- D-4 Exhibit D-4 "FERC Power Marketer License Number,"** provide a statement disclosing the applicant's FERC Power Marketer License number. (Power Marketers only)


Signature of Applicant and Title



Sworn and subscribed before me this 21 day of APRIL, 2017
Month Year


Signature of official administering oath

Jessie Gonia, NOTARY
Print Name and Title

My commission expires on 8/31/2021

AFFIDAVIT

State of WASH DC :

____ ss.
(Town)

County of WASH DC :

CHRIS PEPPAULT, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the COO (Office of Affiant) of cleanchoice ENERGY INC (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
7. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

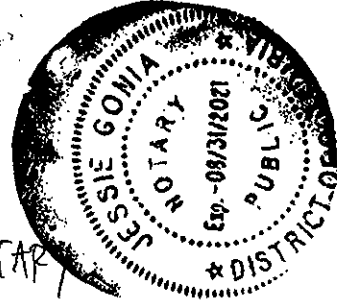
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Justin M. W., COO
Signature of Affiant & Title

Sworn and subscribed before me this 21 day of April, 2017
Month Year

Jessie Gonias
Signature of official administering oath

Jessie Gonias, Notary
Print Name and Title



My commission expires on 8/31/2021

CleanChoice Energy, Inc.

Exhibit A-10 "Principal Officers, Directors, & Partners"

Thomas C. Matzzie, President and CEO

1055 Thomas Jefferson Street, NW, Suite 650

Washington, DC 20007

Ph: (202) 248-9900

Fax: (800) 815-8231

John Burke, Chief Financial Officer

1055 Thomas Jefferson Street, NW, Suite 650

Washington, DC 20007

Ph: (202) 248-9900

Fax: (215) 434-7145

Tom Crowder, Chief Marketing Officer

1055 Thomas Jefferson Street, NW, Suite 650

Washington, DC 20007

Ph: (202) 248-9900

Fax: (800) 815-8231

Chris Perrault, Chief Operating Officer

1055 Thomas Jefferson Street, NW, Suite 650

Washington, DC 20007

Ph: (202) 248-9900

Fax: (800) 815-8231

Paul St. Louis, Vice President, Operations

1055 Thomas Jefferson Street, NW, Suite 650

Washington, DC 20007

Ph: (202) 248-9900

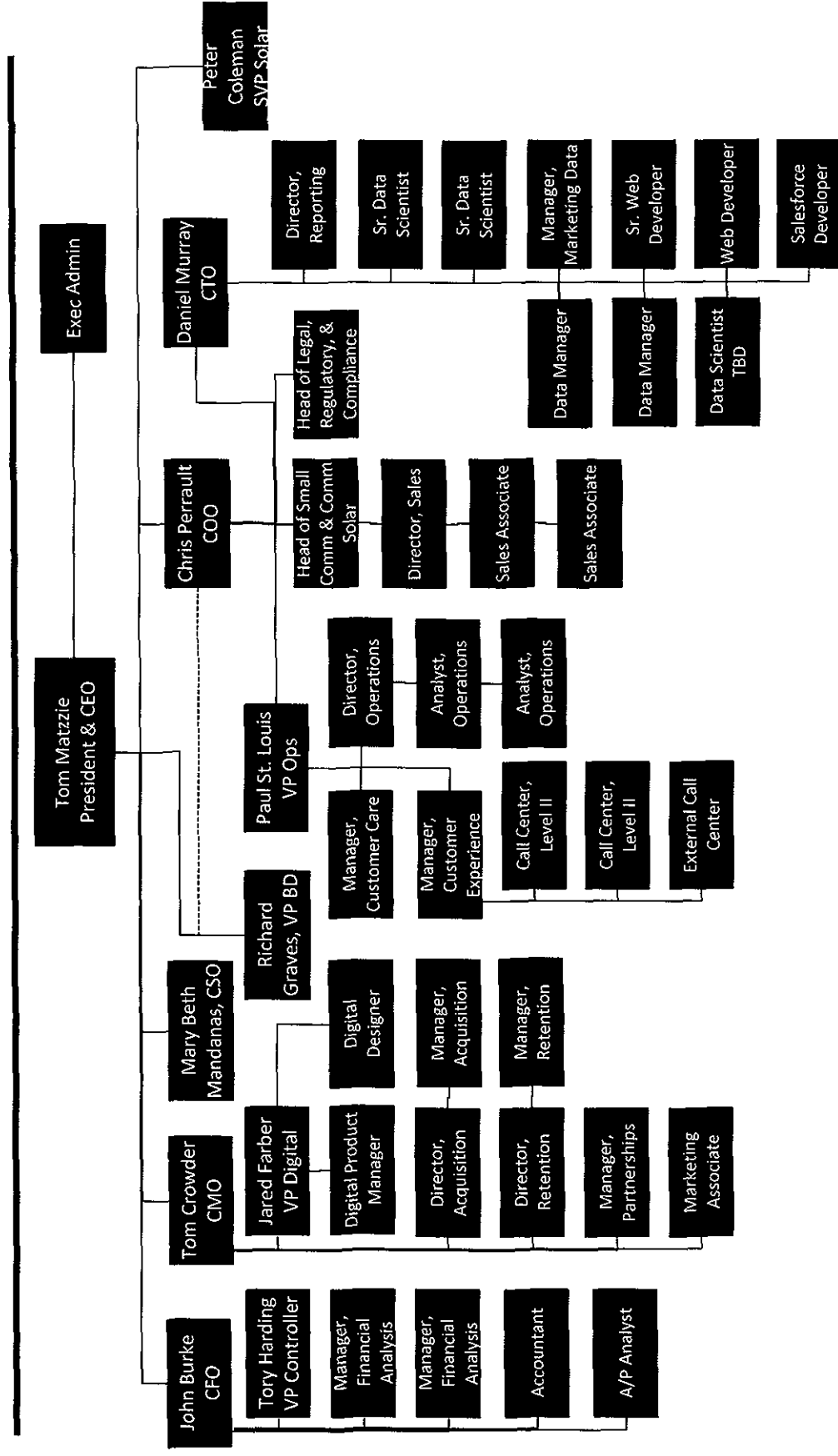
Fax: (800) 815-8231

CleanChoice Energy, Inc.

Exhibit A-11 “Corporate Structure”

CleanChoice Energy, Inc. is a Maryland Corporation, with an internal corporate structure as depicted below:

CleanChoice Energy Organization Structure



CleanChoice Energy, Inc.

Exhibit B-1 “Jurisdictions of Operation”

CleanChoice Energy holds Market Based Rate Authority with FERC under Docket Number ER16-1993-000. CleanChoice Energy is a member of PJM, NYISO, MISO, and ISO-NE, and is a licensed retail supplier in Pennsylvania, New Jersey, Maryland, The District of Columbia, Connecticut, Delaware, Massachusetts, New York, Illinois, and New Hampshire.

CleanChoice Energy, Inc.

Exhibit B-2 “Experience & Plans”

CleanChoice Energy operates by acquiring customers directly through internal marketing and sales operations. These sales conversions are primarily online. Prospective customers will be invited to enroll in CleanChoice Energy through online advertising and complete the process on a web form on CleanChoice's website—<https://cleanchoiceenergy.com>. The company will experiment with other forms of direct marketing including direct mail, affiliate marketing through membership organizations, direct response television and potentially door-to-door. We will use limited forms of telemarketing—calling prospective customers who contact the company first (warm leads) or in partnership with membership organizations calling their members. In all instances, CleanChoice employees will operate in a manner consistent with the Company Code of Conduct below. The company will use third party verification where required. CleanChoice will maintain a customer service hotline for customers in Ohio at 1-888-444-9452.

COMPANY CONDUCT

CleanChoice Energy and its representatives shall:

1. Not engage in misleading or deceptive conduct as defined by State or federal law, or by Commission rule, regulation or Order
2. Not make false or misleading representations including misrepresenting rates or savings offered by CleanChoice Energy;
3. Provide the customer with written information, upon request, or with a website address at which information can be obtained, if the customer requests such information via the internet;
4. Use reasonable efforts to provide accurate and timely information about services and products. Such information will include information about rates, contract terms, early termination fees and right of cancellation.
5. Ensure that any product or service offerings that are made by CleanChoice Energy contain information written in plain language that is designed to be understood by the customer. This shall include providing any written information to the customer in a language in which the CleanChoice Energy representative has substantive discussions with the customer or in which a contract is negotiated;
6. Investigate customer inquiries and complaints concerning marketing practices within five days of receipt of the complaint, and respond in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.
7. Cooperate with the Commission regarding marketing practices proscribed by Section 4901:1-21-05 of the Revised Code.

CleanChoice Energy, Inc.

Exhibit B-3 "Disclosure of Liabilities and Investigations"

CleanChoice Energy (f/k/a Ethical Electric, Inc.) signed an Assurance of Voluntary Compliance ("AVC") in response to a request of the Illinois Attorney General. In the AVC, Ethical Electric, Inc. admitted no wrongdoing, but agreed to make changes to marketing and operational practice and procedures, to provide a credit of approximately \$10.00 to current and former customers, and to offer current and former customers the opportunity to request an additional refund if the customer felt misled by certain marketing claims. This AVC is enclosed with this Exhibit, and does not adversely impact CleanChoice Energy's financial or operational status of ability to provide the services it provides to customers in Ohio.

**OFFICE OF THE ILLINOIS ATTORNEY GENERAL
ASSURANCE OF VOLUNTARY COMPLIANCE**

In the matter of:
THE INVESTIGATION BY THE
ATTORNEY GENERAL

Of

ETHICAL ELECTRIC, INC.

The PEOPLE OF THE STATE OF ILLINOIS, by and through their Attorney, LISA MADIGAN, Attorney General of the State of Illinois, and ETHICAL ELECTRIC, INC., d/b/a Clean Energy Option d/b/a Ethical Electric ("Ethical Electric"), enter into this Assurance of Voluntary Compliance ("AVC" or "Agreement") pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/6.1, to resolve the Attorney General's inquiry into Ethical Electric's direct mail solicitations to Illinois consumers.

SCOPE AND APPLICABILITY

1. This AVC relates to Ethical Electric's direct mail marketing practices in Illinois.
2. The provisions of this AVC apply to Ethical Electric, its officers, agents, employees, all persons or entities associated, affiliated or connected with Ethical Electric, and any successor corporations or business entities.

AUTHORITY

3. The People of the State of Illinois, by Lisa Madigan, Attorney General of Illinois, have authority to enter into and accept this AVC pursuant to Section 6.1 of the Consumer Fraud Act, 815 ILCS 505/6.1.

PARTIES

4. Lisa Madigan is the duly elected Attorney General of Illinois and as such has the authority to enforce the Consumer Fraud Act.

5. Ethical Electric, a Maryland corporation with its principal place of business at 1055 Thomas Jefferson St. NW, Ste. 650, Washington, DC, 20007, is an alternative retail electric supplier certified by the Illinois Commerce Commission to engage in the sale of electricity and power to residential and nonresidential retail customers in the service area of Commonwealth Edison Company ("ComEd"). At all relevant times, Ethical Electric was engaged in trade or commerce in Illinois by marketing, selling, and promoting electricity supply to Illinois residents.

DEFINITIONS

6. "Current Illinois Customer" is defined as any individual who enrolled in Clean Energy Option through a direct mail solicitation between August 1, 2013 and the date of the execution of this Agreement for residential service in Illinois from Clean Energy Option and who is enrolled as of the date of the execution of this Agreement.

7. "Former Illinois Customer" is defined as any individual who enrolled in Clean Energy Option through a direct mail solicitation between August 1, 2013 and the execution of this Agreement for residential service in Illinois, and received service, but who is no longer enrolled as of the date of the execution of this Agreement. "Current Illinois Customer" and "Former Illinois Customer" also are collectively referred to as "Eligible Customers."

RELEVANT STATUTORY PROVISIONS

8. Section 2 of the Consumer Fraud Act provides as follows:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice

described in Section 2 of the "Uniform Deceptive Trade Practices Act," approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful, whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

ALLEGATIONS CONCERNING DECEPTIVE MARKETING PRACTICES

The Attorney General alleges the following:

9. Each public electric utility in Illinois has a defined service territory and serves all residential customers in that territory. Electric utilities have traditionally provided both the distribution service that delivered the electricity to customers' homes and the electricity supply itself. Under the Illinois Electric Service Customer Choice and Rate Relief Law of 1997, consumers may choose to purchase their electricity supply from an alternative retail electric supplier ("ARES") rather than their electric utility. If a consumer decides to switch to an ARES, the consumer continues to pay the utility to distribute their electricity but pays the ARES to acquire the electricity itself. Regardless of who the consumer selects as their supplier, the utility delivers electricity to the consumer's home.

10. Electricity from the electric grid is null electricity, meaning it no longer possesses any attributes of its source. This is because electricity on the grid is a mixture from different generation sources (e.g. fossil fuels, wind, solar), and the energy source cannot be traced once the electricity has been added to the grid.

11. For every megawatt of electricity that is generated from renewable sources like wind and solar power and put onto the electric grid, a renewable energy certificate is created. A renewable energy certificate is a tradeable credit that represents the environmental attributes of a certain amount of energy produced from a renewable energy source. 20 ILCS 3855/1-10. Wind farms, solar farms and other renewable energy resources typically sell their electricity to the grid

operator and separately sell renewable energy certificates to third parties. Under Illinois law, renewable energy certificates are defined as a renewable energy resource for the purpose of compliance with the state Renewable Portfolio Standard. Renewable energy certificates may be purchased by alternative suppliers to match the amount of electricity used by their customers from the grid. The combination of null power and renewable energy certificates is renewable energy.

12. Ethical Electric is an ARES certified by the Illinois Commerce Commission to provide electricity supply to residential and nonresidential retail customers in the ComEd service territory.

13. Since at least August 2013, Ethical Electric has offered for sale a product marketed as renewable energy through its Clean Energy Option brand to residential customers of ComEd in Illinois.

14. Ethical Electric purchases and takes title to electricity on behalf of its customers. Ethical Electric bundles that purchased electricity with renewable energy certificates to create renewable energy, and then ComEd distributes electricity from a mixture of sources via the grid to those customers' homes.

15. Between August 2013 and September 2015, Ethical Electric sent direct mail solicitations to Illinois consumers about Clean Energy Option. Consumers enrolled in Clean Energy Option by responding to those direct mail solicitations using a Letter of Agency.

16. The Clean Energy Option direct mail solicitations did not disclose the purchase of renewable energy certificates. The solicitations also implied that customers' homes would be directly powered by electricity generated from renewable energy sources rather than renewable

energy in the form of null power matched with a renewable energy certificate. For example, one direct mail solicitation claimed the following:

"As a ComEd customer, you now have the option to ensure that every kilowatt hour of electricity used in [your] home is sourced from clean, renewable sources."

"We are happy to now be able to offer you the option of having all your electricity come from renewable sources like solar and wind."

"Will I need new appliances? No. Everything in your home that works on electricity, including kitchen appliances and sensitive electronics like computers and TVs will work as they always have. There will be absolutely no difference in how the power comes to your home. The only thing that changes is where your utility gets the power from: 100% clean, renewable sources."

17. The Attorney General alleges that these statements and others may have confused consumers about the nature of the electricity delivered to their home and several other material aspects of Clean Energy Option, including the following:

- A. Ethical Electric misrepresented the environmental attributes of the electricity delivered to customers' homes by suggesting that the energy used in the home was electricity purchased by Ethical Electric directly from wind and solar sources, when in fact the electricity delivered to customers' homes was electricity from a mixture of sources from the electric grid that had been matched to the purchase of renewable energy certificates;
- B. Ethical Electric did not disclose in its direct mail solicitations that Clean Energy Option's renewable energy claims were based on the purchase of renewable energy certificates;
- C. In certain instances, Ethical Electric misrepresented the cost of Clean Energy Option by claiming that the price was comparable to ComEd's price for supply, that clean

energy only costs "a little more" or was "rarely in excess of 5% more expensive," than the utility price, and that any increase in cost would be due to an increase in the customer's use of electricity, when in fact the price for Clean Energy Option was routinely more than 5% higher than the price charged by ComEd, and often was substantially more than ComEd's price;

- D. In certain instances, Ethical Electric misrepresented that consumers had a responsibility or obligation to affirmatively select an electricity supplier by stating that "Illinois residents are now responsible for choosing the source of their electricity," but consumers have no such obligation and the consumer's utility will continue to supply their electricity if the consumer takes no action;
- E. Ethical Electric misrepresented that Clean Energy Option was affiliated with the customer's utility by suggesting that it was an option offered by ComEd;
- F. Ethical Electric misrepresented that Clean Energy Option was "licensed" specifically for "green energy" supply, when in fact no such license exists in Illinois; and
- G. Ethical Electric misrepresented that new customers would receive additional information about the calculation of variable rates after enrollment, when in fact Ethical Electric did not provide such additional information.

18. The Attorney General believes these misrepresentations constitute deceptive business practices in violation of the Consumer Fraud Act, 815 ILCS 505/2.

19. Ethical Electric responds, without any admission of wrongdoing, that the company wishes to resolve these allegations to enhance transparency and to continue to provide renewable power to its Illinois customers. Ethical Electric adds that, concerning the allegations around renewable energy marketing, at all times the company believed that it acted in accordance with

guidance provided by the U.S. Federal Trade Commission, the U.S. Environmental Protection Agency, the Center for Resource Solutions Green-e Energy Code of Conduct, and Illinois law. There is no allegation that at any time Ethical Electric failed to procure sufficient renewable energy certificates to match 100% of its electricity sales in Illinois and nationwide with one renewable energy certificate for every mega-watt hour sold.

AGREEMENT WITH RESPECT TO CERTAIN BUSINESS PRACTICES

20. Following an investigation by the Attorney General, it is hereby agreed that Ethical Electric shall do the following with respect to its marketing to Illinois customers:

A. Within 45 days of the execution of this Agreement, Ethical Electric shall distribute to all Current and Former Illinois customers the attached Customer Notification and attached Claim Form which have been approved by the Attorney General.

B. Ethical Electric shall include the language below in any direct mail solicitation directed to acquiring new customers in Illinois for any product that makes renewable energy claims based on the purchase of renewable energy certificates:

For every unit of renewable electricity generated, an equivalent amount of renewable energy certificates is produced. By purchasing and pairing renewable energy certificates with your electricity service you are using and receiving the benefits of renewable electricity. Increased demand for, and generation of, renewable electricity can help reduce conventional electricity generation from fossil fuels in the region where the renewable electricity generator is located. It may also have other environmental benefits such as little or no regional air pollution or carbon dioxide.

C. Within 30 days of the execution of this Agreement, Ethical Electric shall discontinue the use of the name "Clean Energy Option" in any direct mail marketing materials directed to acquiring new customers in Illinois, and shall commence the process of registering a new trade name with the Illinois Commerce Commission. Upon approval of the new trade name by the Illinois Commerce Commission, Ethical

Electric shall discontinue the use of the name "Ethical Electric" in any direct mail marketing materials directed to acquiring new customers in Illinois.

- D. Beginning with the execution of this Agreement and for a period of 24 months thereafter, Ethical Electric shall provide a copy of any new version of direct mail solicitations sent to Illinois consumers to the Attorney General's Office no later than 14 days following the first mailing to Illinois consumers.

21. It is also agreed that, as of the effective date of this AVC, Ethical Electric shall not violate Section 2 of the Consumer Fraud Act. Specifically, Ethical Electric agrees to the following:

- A. Ethical Electric shall not utilize false, misleading, materially inaccurate, or otherwise deceptive language in its solicitations, including direct mail marketing materials and online marketing materials;
- B. Ethical Electric may characterize null electricity matched to purchases of renewable energy certificates as "renewable energy," and may claim to sell renewable energy to its customers, if it discloses the purchase of renewable energy certificates as described in subparagraph C below, however it shall not misrepresent the nature of the electricity current delivered to, or flowing through, the customer's home while describing renewable energy supply that is powering the customer's home by stating or implying that it is electricity generated exclusively from a renewable source such as wind or solar, or suggest that enrolling with Ethical Electric will affect a customer's appliances in any way;
- C. Ethical Electric shall clearly and conspicuously and in a font size no smaller than the text in the rest of the body of the communication, disclose the purchase of renewable

energy certificates using one of the disclosure alternatives listed below: (1) on the first page containing more than 50 words of any solicitation that accompanies a Letter of Agency used to enroll a customer for service; (2) in the product pricing section of any solicitation containing such a section; and (3) in any solicitation containing more than 200 words, including any internet or electronic material offering online enrollment. The disclosure alternatives (bracketed language may be used at Ethical Electric's option) are:

- The energy your home uses will be paired with renewable energy sources through the purchase of Renewable Energy Certificates [from (Illinois) wind farms].
- The energy you purchase includes grid power that will be paired with renewable energy sources through the purchase of Renewable Energy Certificates [from (Illinois) wind farms].
- We will pair the energy your home uses with clean energy through the purchase of Renewable Energy Certificates [from (Illinois) wind farms].
- We sell renewable energy in the form of null electricity paired with Renewable Energy Certificates [purchased from (Illinois) wind farms].

- D. Ethical Electric shall not characterize its price for supply as comparable or equivalent to the price for supply charged by the consumer's utility without providing a side-by-side comparison of the utility's Price to Compare and Ethical Electric's price;
- E. Ethical Electric shall clearly and conspicuously disclose and describe the use of variable rates, including an accurate description of how the variable rate is determined, in its solicitations and in any terms and conditions sent to the customer after enrollment;

- F. Ethical Electric shall not misrepresent in any manner, expressly or impliedly, that a consumer has an obligation to take any action to select an electricity supplier;
- G. Ethical Electric shall not represent in any manner, expressly or impliedly, that its product is affiliated with a consumer's utility or imply that the product is an option offered by the utility. In the Customer Notification, Ethical Electric shall notify Current Illinois Customers who enrolled with Clean Energy Option that Ethical Electric is discontinuing the use of the name Clean Energy Option in all future marketing directed at acquiring new customers in Illinois, and shall clarify that Clean Energy Option is not affiliated with the customer's utility, ComEd; and,
- H. Ethical Electric shall not misrepresent in any manner, expressly or impliedly, that Ethical Electric or any of its affiliates are licensed specifically for green energy supply, unless such a license becomes available in Illinois and Ethical Electric acquires such a license.
- I. If, at any time after the execution of this Agreement, the Illinois Commerce Commission, or any other governmental body with the authority to regulate Ethical Electric, issues laws or regulations requiring Ethical Electric to make disclosures that Ethical Electric believes in good faith contradict the disclosures required by this Agreement, then the Attorney General and Ethical Electric shall amend or modify this agreement as appropriate by mutual agreement of the parties within 60 days of the effective date of the new laws or regulations, unless Ethical Electric's immediate compliance with the new laws or regulations is required in which case it shall so comply. If the parties cannot agree on amendments or modifications within 60 days of the effective date of the new laws or regulations, then Ethical Electric shall comply

with the new laws or regulations to the extent that Ethical Electric believes in good faith that it is not possible to comply with both the requirements of this Agreement and the new laws or regulations.

RESTITUTION

22. Within 45 days of the execution of this Agreement, Ethical Electric shall distribute the attached Customer Notification and Claim Form to all Current and Former Illinois Customers of Clean Energy Option informing them of the agreement reached with the Attorney General, automatic payments to customers, and the availability of an additional refund to all Current and Former Illinois Customers, and including instructions on requesting such a refund.

23. Following the distribution of the Customer Notification and Claim Form, Ethical Electric shall use skip tracing services to obtain updated address information for any Current or Former Illinois Customer whose Customer Notification and Claim Form is returned in the mail, and shall send a second copy of those documents to those customers at the updated address.

24. Ethical Electric agrees to make payments to Current and Former Illinois Customers in the amount of \$191,673. This money shall be distributed in equal amounts to all Eligible Customers of Clean Energy Option enrolled through direct mail solicitations as follows:

- A. Within two billing cycles of the execution of this Agreement, and in no event later than 75 days following the execution of this agreement, Ethical Electric shall apply a credit to the account of all Current Illinois Customers of Clean Energy Option to be applied to their next electricity bill. Ethical Electric shall maintain a record of all names, account numbers, and contact information of individuals who receive a credit, and the date that the credit was applied. Ethical Electric shall provide an accounting

of how many individuals received this credit, and how much money was credited, to the Attorney General within 15 days following the application of the credit.

B. For Former Illinois Customers, Ethical Electric shall send a check for the appropriate amount to the customer enclosed with the Customer Notification and Claim Form. Ethical Electric shall maintain a record of all names, account numbers, and contact information of individuals who were sent a check. Ethical Electric shall provide an accounting of how many individuals were mailed this check, and how much money was distributed, to the Attorney General within 15 days following the issuance of the checks.

C. Ethical Electric may mark the check to Former Illinois Customers as "void" 120 days after the date the check is mailed. Ethical Electric shall provide a replacement check to any Former Illinois Customer who requests one within six months after issuance of the check. The replacement check also may be marked "void" 120 days after the date the check is mailed. At the end of ten months, any remaining funds that were issued by check to a Former Illinois Customer, but not deposited by the customer prior to the date on which the check is void, shall be deposited with ComEd's Residential Special Hardship program within 20 days after the close of that period. At that time, Ethical Electric shall provide an accounting to the Attorney General of the number of individuals who were issued a check that was not deposited, and the amount of money that was provided to ComEd's Residential Special Hardship program.

25. Ethical Electric will also pay an additional refund to any Eligible Customer of Clean Energy Option who requests such a refund within 75 days following the mailing date of the Customer Notification and Claim Form according to the following conditions:

- A. Ethical Electric shall provide a refund to any Eligible Customer who submits a Claim Form post-marked before the close of the 75 day period. If Ethical Electric receives a Claim Form post-marked after the conclusion of the 75 day period, Ethical Electric may provide the refund using these procedures or inform the Eligible Customer in writing that the refund period has closed.
- B. Eligible Customers may request a refund by completing, signing and returning the attached Claim Form.
- C. Ethical Electric shall mail a replacement Claim Form to any Eligible Customer who calls to request a replacement Claim Form before the close of the 75 day period. Ethical Electric shall issue a refund to any Eligible Customer who returns a replacement Claim Form that is post-marked within 15 days after the replacement Claim Form is mailed to the customer or within the close of the initial 75 day refund period, whichever is later.
- D. Any Eligible Customer who had previously requested and/or received a refund separate and apart from this Agreement shall still receive the refund they are entitled to under this Agreement, offset by the amount of the refund previously distributed if that refund was given for the same reasons as the conduct alleged in paragraphs 9-19 of this agreement.
- E. For each refund request, Ethical Electric shall issue a refund for the months the Eligible Customer received service from Ethical Electric in the amount of the difference between the monthly charges the customer paid to Ethical Electric (Ethical Electric price per kilowatt hour multiplied by kilowatt hours used) and the monthly supply charges the consumer would have paid to ComEd (ComEd's price to compare

per kilowatt hour multiplied by kilowatt hours used). The formula used to calculate the refund shall be determined by Ethical Electric in conjunction with the Illinois Attorney General, and not by the customer. If the Ethical Electric price in a given month was less than ComEd's price to compare in a given month, the refund amount for that month shall be zero. The Eligible Customer's total refund amount should be the sum of the amount of eligible refund for each month that they were a customer of Ethical Electric with the refund period ending on the date of the last customer invoice preceding the date the Customer Notification was mailed.

- F. Within 30 days following the receipt of a Claim Form, Ethical Electric shall either credit Current Illinois Customers' accounts for the full refund amount, or mail a check for the full refund amount to Former Illinois Customers, unless offset as described above, to the customer's current address. If a Former Illinois Customer's current address is different from the address that was enrolled with Ethical Electric, the check shall be mailed to the customer's current address provided by the customer. If a Current Illinois Customer receives a refund that is larger than the customer's current amount due, the refund amount paid at that time shall be the amount necessary to pay the customer's balance to zero that month. If there is a refund amount balance remaining, that balance will be used to reduce the Current Illinois Customer's next monthly bill to zero. So long as the refund due to the Current Illinois Customer exceeds the customer's balance, this process will continue month to month until the refund has been paid in full. If a Current Illinois Customer drops service while a refund is being applied as described above, Ethical Electric shall refund the remainder of the refund due, if any, to the customer in the form of a check.

- G. If Ethical Electric determines that the amount due to a customer is \$0, or that the customer is not eligible for a refund, Ethical Electric shall inform the consumer of that determination in writing.
- H. Ethical Electric may mark the check to a Former Illinois Customer as "void" 120 days after the date the check is mailed. Ethical Electric shall provide a replacement check to any Former Illinois Customer who requests one within six months after issuance of the check. The replacement check also may be marked "void" 120 days after the date the check is mailed. At the end of ten months, any remaining funds that were issued by check to a Former Illinois Customer, but not deposited by the customer prior to the date on which the check is void, shall be deposited with ComEd's Residential Special Hardship program within 20 days after the close of that period. At that time, Ethical Electric shall provide an accounting to the Attorney General of the number of individuals who were issued a check that was not deposited and the amount of money that was provided to ComEd's Residential Special Hardship program.
26. Ethical Electric will maintain an accounting of and, within 60 days of the close of the refund period, report to the Attorney General the following:
- A. The name, address, and account number for each customer who requested a refund;
 - B. The date that the request was made or received;
 - C. The amount of the refund the customer requested and received, and the amount of any previous refund that was used to offset the refund issued to the customer pursuant to this Agreement, including the reason the previous refund was requested, or, if Ethical Electric determines that a consumer's request was ineligible for a refund, an explanation of that determination;

- D. The date the check was mailed to the customer or the date(s) that the customer's account was credited;
- E. The date the check was deposited by the customer; and
- F. The number of checks that were issued but have not yet been deposited.

CONSTRUCTION OF AGREEMENT

27. Any accounting, documents, reports, or other materials required to be submitted by Ethical Electric to the Attorney General pursuant to this Agreement shall be subject to any applicable exemptions under Illinois Freedom of Information Act, and shall be sent via mail to the Illinois Attorney General's Office c/o Anna Crane, Assistant Attorney General, Illinois Attorney General's Office, 100 W. Randolph Street, Chicago, Illinois, 60601.

28. The parties understand that this AVC shall not be construed as an approval or sanction by the Illinois Attorney General of the business practices of Ethical Electric. The parties further understand that any failure by the Attorney General to take any action in response to any information submitted pursuant to this AVC shall not be construed as an approval or a sanction of any representation, act or practice indicated by such information. The parties further agree that this AVC is entered into between the Illinois Attorney General and Ethical Electric for the purpose of resolving the Attorney General's inquiry into Ethical Electric's direct mail solicitations, and that the Illinois Attorney General will not pursue any further investigation or bring litigation on behalf of the People of the State of Illinois against Ethical Electric regarding any marketing or business practice regarding the Clean Energy Option direct mail solicitations of which the Attorney General is aware at the time of the settlement. This AVC does not bind any other offices or agencies of the State of Illinois, and that this AVC shall not be construed to, nor

does it, resolve or preclude any other action, civil, criminal or administrative, which may be pending or may subsequently be brought by another officer or agency of the State of Illinois.

29. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

SEVERABILITY

30. If any portion, provision or part of this AVC is held invalid, unenforceable or void for any reason whatsoever, that portion shall be severed from the remainder and shall not affect the validity or enforceability of the remaining portions.

VIOLATIONS

31. It is understood by the parties that pursuant to the Consumer Fraud Act, 815 ILCS 505/6.1, evidence of a violation of an Assurance of Voluntary Compliance shall be prima facie evidence of a violation of this Act in any subsequent proceeding brought by the Attorney General against Ethical Electric. It is further understood that upon any default, the Attorney General has the right to file appropriate legal proceedings to enforce this AVC.

EFFECTIVE DATE

32. This AVC shall take effect immediately upon execution by both parties (the "execution date").

33. Facsimiles and electronic (PDF) copies are deemed acceptable, binding signatures for the purposes of this Assurance. This AVC may be executed in counterparts, each of which will be deemed an original document, and all of which will constitute one and the same agreement.

AUTHORIZATION

34. The undersigned representative for each party certifies that she/he is fully authorized the party she/he represents to enter into the terms and conditions of this AVC and to legally bind the party she/he represents to the AVC.

PEOPLE OF THE STATE OF ILLINOIS,
By LISA MADIGAN,
ATTORNEY GENERAL OF ILLINOIS

RESPONDENT
ETHICAL ELECTRIC, INC.

BY:

Anna P. Crane

ANNA P. CRANE
Public Interest Division

BY:

Tom Matzzie

TOM MATZZIE
President and CEO

Date

8/8/2016

Date

8/9/2016



[DATE]

[First name][Last name]
[Address]
[City,][State][Zip Code]

Re: Agreement with the Illinois Attorney General

Dear [First name][Last name]:

Ethical Electric recently reached an agreement with the Illinois Attorney General about certain statements we made in direct mail communications concerning our Clean Energy Option product. As a result of our agreement, we are providing you with a credit in the amount of \$XX, and if you believe you were misled by our marketing, you may request an additional refund by following the instructions on the enclosed claim form. We are also providing a more detailed explanation about our company and our renewable energy product, to ensure all customers understand our product, and how renewable energy is sourced.

Utility Affiliation: Ethical Electric is an alternative retail electric supplier certified by the Illinois Commerce Commission to sell electricity to Illinois customers. We are an independent company, and have no affiliation with your utility ComEd. Although your bill comes from ComEd, you are or were at some time purchasing electricity from our company. To make this distinction more evident in the future, we will be discontinuing the use of the name "Clean Energy Option" in our marketing materials for new customers.

Renewable Energy Claims: Our direct mail communications stated that with Clean Energy Option, all the energy used in your home would come from clean, renewable sources rather than fossil fuels. To clarify, all American homes get their power from a mix of energy sources. Electricity generated from all sources -- coal, oil, nuclear, natural gas, solar, and wind -- goes onto the same power grid. When you enrolled in Clean Energy Option, the utility continued to deliver the same grid electricity it did before, from a mixture of renewable and non-renewable sources. Exclusively renewable energy has not been delivered directly to your house. Instead, every kilowatt of electricity you've used has been matched to renewable energy certificates, which represent energy that was put onto the grid from a renewable source. We, like all renewable energy buyers, purchase clean, renewable energy in the form of renewable energy certificates. For our Illinois customers, we purchase renewable energy certificates from Illinois wind and regional solar farms. By pairing renewable energy certificates with grid power, we follow Federal Government guidelines for supplying 100% renewable energy.

The purchase of renewable energy certificates supports pollution- and carbon-free renewable electricity production right here in Illinois and the surrounding region. By purchasing and pairing renewable energy certificates with your electricity service you are helping build a market for renewable electricity, increasing the demand for clean, renewable energy, and helping to decrease the demand for conventional electricity generation using fossil fuels.

ETHICAL ELECTRIC, INC. <small>1000 THOMAS JEFFERSON ST. N.W. STE 800 WASHINGTON, DC 20007</small>		citibank <small>CITIBANK, N.A. BR. 0001 PL. CHASE TOWER 30 FLOOR NEW YORK, NY 10014</small>	00000
		1-8-210	
		August 20, 2016	
PAY TO THE ORDER OF	Sample A. Sample	\$	9.50
	Nine and 50/100		DOLLARS
MEMO	<i>Vicki M. Sample</i>		

Price Information: We offer variable and fixed rate plans, as well as special introductory offers. With a fixed rate, the price per kilowatt hour stays constant every month. With a variable rate, the price per kilowatt hour may change each month as energy costs go up and down. For all of our customers, the bill is calculated by multiplying the price per kilowatt hour by the number of kilowatt hours used in a given month.

Your current rate with Ethical Electric is \$x per kilowatt hour. Your utility's price is currently \$x per kilowatt hour. The total amount of the charges from Ethical Electric is dependent on the price and the amount of energy you use. Our price will almost always be higher than the price charged by your utility because it costs more to purchase renewable energy certificates and support renewable energy, which is why your electric bill will also almost always increase even if you use the same amount of electricity.

Our price plans include no cancellation fees, no monthly fees, and no monthly minimum. You have the right to cancel your plan, change energy suppliers, or switch to a fixed rate plan at any time. If you take no action, your current plan will continue without interruption. If you would like to change your plan, or if you have any additional questions, please call us at 800-815-1632.

Automatic Refunds: As part of our agreement with the Illinois Attorney General, we are automatically returning \$191,673 in Illinois profits to our current and former customers. If you are a current customer, you will receive a credit to your account for your portion of this distribution within the next few bill cycles. If you have ended your service with us, a check for your portion of this distribution is enclosed with this letter. This check must be deposited or cashed by X date.

Additional Refund Claims: Also as part of our agreement with the Illinois Attorney General, we are offering you the opportunity to claim a further refund if you feel you were misled by our communications. You are eligible for an additional refund if you were a customer between August 1, 2013, and the date of this letter and you claim that you are requesting a refund based on Ethical Electric's claims concerning:

- Whether the electricity delivered to my house was from a mixture of energy sources paired with renewable energy certificates;
- Whether renewable energy is more expensive than standard utility rates; or
- Whether Clean Energy Option was an independent supplier of renewable electricity rather than a program offered by ComEd.

If you complete the attached claim form and return it by X date, you will receive an additional refund in the amount of the difference you paid for renewable energy from Clean Energy Option and the price you would have paid your utility (ComEd) for the time period you were a customer. To make a claim you must fill out and sign the attached claim form attesting that you feel that you were misled by specific information in our direct mail communications. Refunds will be based on the rate you were charged by Ethical Electric, how much electricity you used and how long you were a customer. If the Ethical Electric price was lower than ComEd's price in a particular month, the refund amount for that month will be zero. If you have an outstanding balance, your refund may be used to offset the outstanding balance. There is no cap on the amount you may receive. Claim forms must be signed and postmarked no later than X date. As shown on the form, claims should be mailed to Attn: Ethical Electric Processing Department, 211 East Lombard St. #254, Baltimore, MD 21298-6300.

We are happy to help you if you have questions. Just call us at 800-815-1632.

Sincerely,

Tom Matzzie
President and CEO
Ethical Electric, Inc.

BACK OF CHECK



Claim Form

You may be eligible for a payment from Ethical Electric Inc., also known as Clean Energy Option, through an agreement with the Illinois Attorney General regarding marketing between August 1, 2013, and the date of this letter. As a current or former customer of Clean Energy Option who enrolled during this time, you are eligible for a payment if you were feel you were misled by statements made in those communications or if you did not understand key aspects of your Clean Energy Option service.

To receive a refund, you must fill out and sign this form and return it to Clean Energy Option. The form must be postmarked no later than [insert date]. Your payment will be calculated by us according to a formula agreed upon with the Illinois Attorney General based on the difference between the price you paid for electricity and the price your utility charged during the same time period. The amount of the payment will depend on the rate you were charged by Clean Energy Option, how much electricity you used each month, and how many months you were enrolled.

If you are eligible for payment and are a current customer, your refund will be applied to your utility bill. If you choose to cancel your account before a refund is applied, a check will be issued instead. If you are a former customer, a check will be issued to the consumer name and address listed in our account records. If you currently reside at a different address, please include the new address information below and the check will be mailed to the new address.

**BY SIGNING THIS FORM, I CERTIFY THAT I HAVE READ THIS FORM AND CERTIFY THAT
(CHECK ONE OR MORE):**

I am requesting a refund based on Ethical Electric's claims concerning:

- ☐ Whether the electricity delivered to my house was from a mixture of energy sources paired with renewable energy certificates;
- ☐ Whether renewable energy is more expensive than standard utility rates; or
- ☐ Whether Clean Energy Option was an independent supplier of renewable electricity rather than a program offered by ComEd.

NOTE: At least one of the above boxes must be checked in order for you to receive a refund.

Utility Account Information	
Name as it appears on ComEd bill	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> ComEd Account Number
Street Address as it appears on ComEd bill	Apt. #
City	State Zip Code
Contact Information <i>If current address is different than above, fill in below.</i>	
Current Address	Apt. #
City	State Zip Code
Home Phone Number	Alternate Phone Number
Claim Authorization <i>I authorize Ethical Electric, Inc. to share with the Illinois Attorney General my name, address, utility account number, date refund requested, amount of refund, date check mailed and date check deposited.</i>	
Signature (required)	<input type="checkbox"/> Check here if consumer is deceased.
Representative signature, if applicable	Reason consumer is unable to sign

TO REQUEST A REPLACEMENT CLAIM FORM, PLEASE CALL 800-815-1632

Complete, sign and return this form, postmarked no later than [Insert Date] to:
Attn: Ethical Electric Processing Department, 211 East Lombard St. #254
Baltimore, MD 21298-6300

CleanChoice Energy, Inc.

Exhibit C-1 “Annual Reports”

CleanChoice Energy is a small, privately-held corporation, and as such, is not of sufficient size to merit annual reports.

CleanChoice Energy, Inc.

Exhibit C-2“SEC Filings”

CleanChoice Energy is not publicly traded, and as such, is not required to submit 10-K or 8-K filings with the SEC.

CleanChoice Energy, Inc.

Exhibit C-6 "Credit Rating"

CleanChoice Energy is not rated by any of the major credit rating agencies, but has provided a credit report from Dun and Bradstreet in Exhibit C-7.

CleanChoice Energy, Inc.

Exhibit C-7 "Credit Report"

A copy of the credit report from Dun and Bradstreet is included in this exhibit.

CreditBuilder™

ETHICAL ELECTRIC, INC. - Full Company View

Saved by CleanChoice Energy | 05-08-2017

Summary

Report as of: 05-08-2017

ETHICAL ELECTRIC, INC.

Tradestyle(s): ETHICAL ELECTRIC

ACTIVE SINGLE LOCATION

Address: 2 Wisconsin Cir Ste 700, Chevy Chase, MD, 20815, UNITED STATES
Phone: (202) 248-9900
D-U-N-S: 07-832-0945
Alerts:

PAYDEX® Score	Delinquency Predictor Percentile	Financial Stress Percentile	D&B Viability Rating
80	96		3 4 B I

Company Profile



D-U-N-S

07-832-0945

Mailing Address

United States

Employees

13

Legal Form

Corporation (US)

Telephone

(202) 248-9900

Age (Year Started)

5 years (2011)

Date Incorporated

November 2, 2011

Named Principal

Thomas Matzzie, PRES

State of Incorporation

Maryland

Line of Business

Electric services

Ownership

Not publicly traded

Risk Assessment



PAYDEX® Score

80

Low Risk (100)

High Risk (0)

Pays On Time

Delinquency Predictor Percentile

96

Low Risk (100)

Company's risk level is: **LOW**

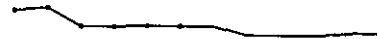
Probability of delinquency over the next 12 months: **1.07%**

Past 12 Months



High Risk (1)

Past 12 Months



Financial Stress Percentile

Low Risk (100)

Company's risk level is: **LOW**

Probability of failure over the next 12 months: **0.31%**

High Risk (1)

Past 12 Months



Supplier Evaluation Risk Rating

4

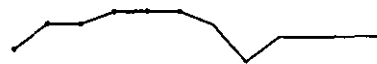
Low Risk (1)

High Risk (9)

Company's risk level is: **LOW**

Low risk of supplier experiencing severe financial stress over the next 12 months

Past 12 Months



Overall Business Risk



Dun & Bradstreet Thinks...

- Overall assessment of this company: **STABLE CONDITION**
- Based on the perceived sustainability of this company: **LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the payment behavior of this company: **VERY-LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS**

Maximum Credit Recommendation

US\$ 90,000

The recommended limit is based on a low probability of severe delinquency.

D&B Rating

Current Rating as of 02-14-2017

Previous Rating

Employee Size

Risk Indicator

1R:

2:

10 employees and over

Low Risk

Employee Size

1R:

10 employees and over

Risk Indicator

3: Moderate Risk

D&B Viability Rating

Portfolio Comparison Score

4

Low Risk (1)

High Risk (9)

Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive,
or file for bankruptcy/insolvency within the next 12 months: 4%

Legal Events



Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCC	8	11-04-2016

Trade Payments



Highest Past Due

US\$ 0

Highest Now Owing
US\$ 0

Total Trade Experiences
4

Largest High Credit
US\$ 2,500

Average High Credit
US\$ 883

Ownership



We are unable to locate ownership information for this business.

Peers



You have not yet added any peers.

Financial Overview

This company has not provided financial statements to D&B.

Inquiries

12 Months Summary

Total number of Inquiries

9

Unique Customers

9

Risk Assessment

PAYDEX® Score

Based on 24 months of data

80

Risk of Slow Pay
Low

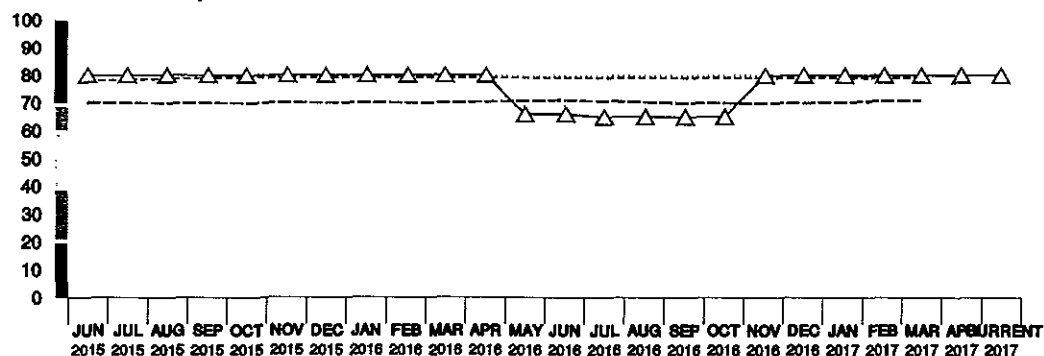
Payment Behavior
Pays on time

Low Risk (100)

High Risk (1)

Based on a D&B PAYDEX® Score of 80

Business and Industry Trends



PAYDEX® Score



Industry Median

Industry Low

Industry Low

Understand My Score

Payment History

Total Last 24 Months: 4

[View All](#)

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/17	Pays Promptly	-	100	0	0	Between 6 and 12 Months
03/17	Pays Promptly	-	2,500	0	0	Between 4 and 5 Months

09/15	cash own option	Cash account	100	-	-	1
03/15	Pays Promptly	-	50	0	0	Between 6 and 12 Months

Keys

PAYDEX®

100

90

80

70

60

50

40

30

20

1-19

UN

Payment Practices

Anticipate

Discount

Prompt

15 Days Beyond Terms

22 Days Beyond Terms

30 Days Beyond Terms

60 Days Beyond Terms

90 Days Beyond Terms

120 Days Beyond Terms

Over 120 Days Beyond Terms

Unavailable

Delinquency Predictor Score

96

Score
600 --

Class
1

Low Risk (100)

High Risk (1)

Based on a D&B Delinquency Predictor Percentile of 96

Factors Affecting Your Score:

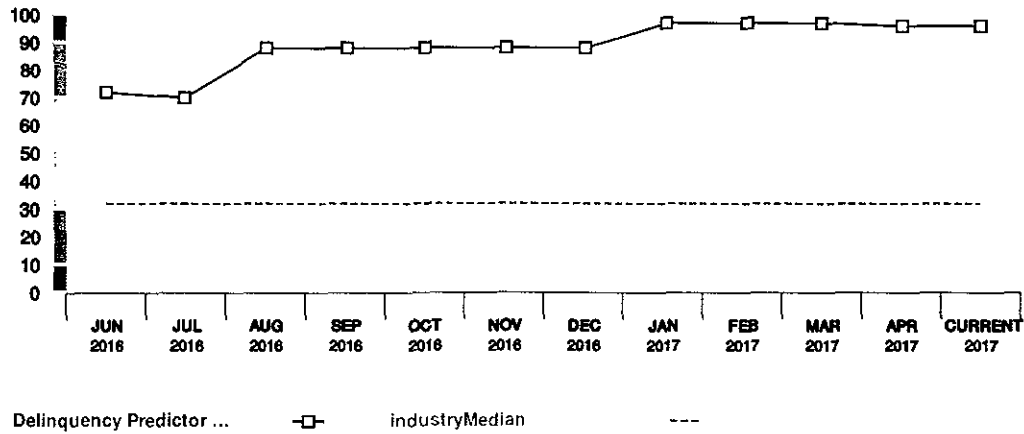
- Limited time under present management control
- Higher risk industry based on delinquency rates for this industry

Level of risk
Low

Probability of Delinquency
1.07%

Compared to Businesses in D&B
Database
10.2%

Business and Industry Trends



Financial Stress Score

Score **1463 --** Class **3**

Low Risk (100) High Risk (1)

Based on a D&B Financial Stress Percentile of

Factors Affecting Your Score:

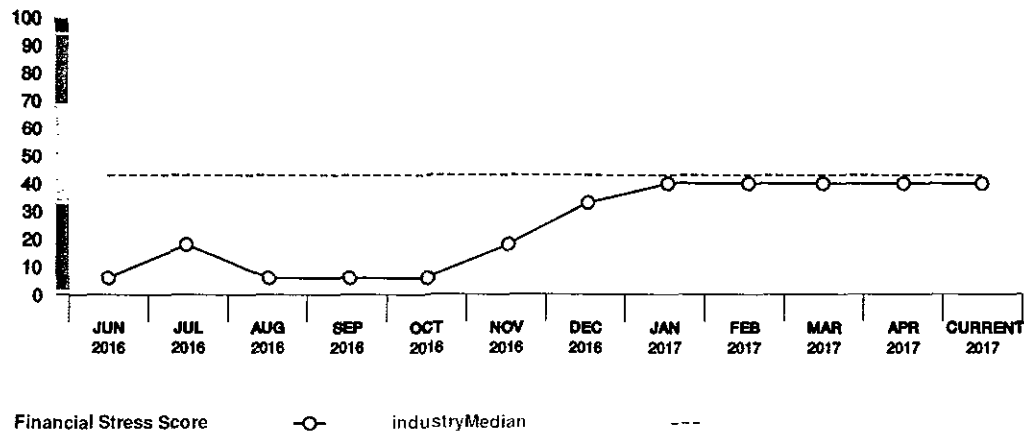
- Limited time under present management control
- Low proportion of satisfactory payment experiences to total payment experiences
- Unstable Paydex over last 12 months

Level of risk
High Risk

Probability of Failure
0.31%

Average Probability of Failure for
Businesses in D&B Database
0.48%

Business and Industry Trends



Supplier Evaluation Risk Rating

Based on 24 months of data

4

Low Risk (1)

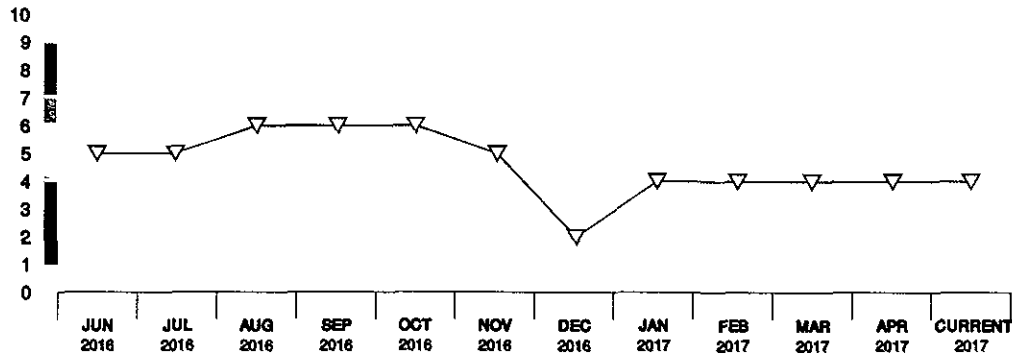
High Risk (9)

Factors Affecting Your Score:

- Business belongs to an industry with above average risk of ceasing operations or becoming inactive
- Limited time under present management control

- Variable Paydex over last 12 months

Business and Industry Trends



Supplier Evaluation Score

Maximum Credit Recommendation

Overall Business Risk



Dun & Bradstreet Thinks...

- Overall assessment of this company: **STABLE CONDITION**
- Based on the perceived sustainability of this company: **LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the payment behavior of this company: **VERY-LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS**

Maximum Credit Recommendation

US\$ 90,000

The recommended limit is based on a low probability of severe delinquency.

D&B Rating

Current Rating as of 02-14-2017

Previous Rating

Employee Size

Risk Indicator

1R:

2:

10 employees and over

Low Risk

Employee Size

Risk Indicator

1R:

3: Moderate Risk

10 employees and over

D&B Viability Rating

Portfolio Comparison Score

4

Low Risk (1)

Level of risk

Low

Rating Confidence Level

Robust Predictions

High Risk (9)

Probability of becoming no longer viable
4%

Percentage of businesses ranked with this score
11%

Average probability of becoming no longer viable
5%

Viability Score**3**

Low Risk(1)

High Risk (9)

Level of risk**Low**

Probability of becoming no longer viable

3%

Percentage of businesses ranked with this score

14%

Average probability of becoming no longer viable

15%**Data Depth Indicator****B**

Predictive (A)

Descriptive (G)

- Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

Company Profile**I****Financial
Data**Not
Available**Trade
Payments**

Available

**Company
Size**

Medium

**Years In
Business**

Established

Compared to ALL US Businesses within the D&B Database:

- Financial Data : Not Available
- Trade Payments : Available: 3+Trade
- Company Size : Medium: Employees: 10-49 or Sales: \$100K-\$499K
- Years in Business : Established: 5+

Trade Payments

Trade Payments Summary

Overall Payment Behavior

0

Pays on time

% of Trade Within Terms

100%

Highest Past Due

US\$ 0**Highest Now Owning:**

US\$ 0

Total Trade Experiences:

4

Largest High Credit:
US\$ 2,500Average High Credit:
US\$ 883**Total Unfavorable Comments:**

0

Largest High Credit:
US\$ 0**Total Placed in Collections:**

0

Largest High Credit:
US\$ 0**Trade Payments By Credit Extended****Dispute Payments****Range of Credit Extended (US\$)****Number of Payment Experiences****% Within Terms**

100,000 -

0

0

50,000 - 99,999

0

0

15,000 - 49,999

0

0

5,000 - 14,999	0	0
1,000 - 4,999	1	100
- 999	2	100

Trade Payments By Industry

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼ 27 - Printing, Publishing and Allied Industries	1	100	
2754 - Gravure printing	1	100	100
▼ 60 - Depository Institutions	1	50	
6091 - Nondeposit trust	1	50	100
▼ 73 - Business Services	1	2,500	
7363 - Help supply service	1	2,500	100

Trade Lines

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/17	Pays Promptly	-	100	0	0	Between 6 and 12 Months
03/17	Pays Promptly	-	2,500	0	0	Between 4 and 5 Months
09/15	cash own option	Cash account	100	-	-	1
03/15	Pays Promptly	-	50	0	0	Between 6 and 12 Months

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments	Liens	Suits	UCC Filings
0	0	0	8
Latest Filing: -	Latest Filing: -	Latest Filing: -	Latest Filing: 11-04-2016

Events

UCC Filing - Termination

Dispute UCC Filing

Filing Date	11-04-2016
Filing Number	161104-1546001
Received Date	11-07-2016
Original Filing Date	11-05-2013
Original Filing Number	00000181485954
Secured Party	MACQUARIE ENERGY LLC, HOUSTON, TX
Secured Party	MACQUARIE ENERGY LLC, HOUSTON, TX
Secured Party	MACQUARIE ENERGY LLC, HOUSTON, TX
Debtors	ETHICAL ELECTRIC, INC.
Debtors	and OTHERS
Filing Office	UCC DIVISION, BALTIMORE, MD

UCC Filing - Amendment

Filing Date	02-17-2016
Filing Number	00362009066897
Received Date	07-05-2016
Original Filing Date	11-05-2013
Original Filing Number	00000181485954
Secured Party	MACQUARIE ENERGY LLC, HOUSTON, TX
Secured Party	MACQUARIE ENERGY LLC, HOUSTON, TX
Secured Party	MACQUARIE ENERGY LLC, HOUSTON, TX
Debtors	ETHICAL ELECTRIC, INC.
Debtors	and OTHERS
Filing Office	UCC DIVISION, BALTIMORE, MD

UCC Filing - Amendment

Filing Date	10-23-2014
Filing Number	00000181485954
Received Date	11-26-2014
Collateral	Account(s)

Original Filing Date	11-05-2013
Original Filing Number	00000181485954
Secured Party	MACQUARIE ENERGY LLC, HOUSTON, TX
Debtors	ETHICAL ELECTRIC, INC.
Filing Office	UCC DIVISION, BALTIMORE, MD

UCC Filing - Original

Filing Date	07-03-2014
Filing Number	00000181504793
Received Date	08-19-2014
Collateral	Account(s) and proceeds
Secured Party	CENTRAL HUDSON GAS & ELECTRIC CORPORATION, POUGHKEEPSIE, NY
Debtors	ETHICAL ELECTRIC, INC.
Filing Office	UCC DIVISION, BALTIMORE, MD

UCC Filing - Original

Filing Date	06-23-2014
Filing Number	1406238240071
Received Date	07-05-2014
Collateral	Account(s) and proceeds
Secured Party	CENTRAL HUDSON GAS & ELECTRIC CORPORATION, POUGHKEEPSIE, NY
Debtors	ETHICAL ELECTRIC, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

UCC Filing - Original

Filing Date	11-05-2013
Filing Number	00000181485954
Received Date	12-23-2013
Collateral	All Assets including proceeds and products
Secured Party	MACQUARIE ENERGY LLC, HOUSTON, TX
Debtors	ETHICAL ELECTRIC, INC.
Filing Office	UCC DIVISION, BALTIMORE, MD

UCC Filing - Original

Filing Date	04-01-2013
Filing Number	00000181468720
Received Date	06-03-2013
Collateral	RIGHTS
Secured Party	ORANGE & ROCKLAND UTILITIES, INC., SPRING VALLEY, NY
Debtors	ETHICAL ELECTRIC BENEFIT CO
Filing Office	UCC DIVISION, BALTIMORE, MD

UCC Filing - Original

Filing Date	03-29-2013
Filing Number	1303295339920
Received Date	04-06-2013
Collateral	Oil, gas and minerals
Secured Party	ORANGE & ROCKLAND UTILITIES, INC., SPRING VALLEY, NY
Debtors	ETHICAL ELECTRIC BENEFIT CO
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

Special Events

There have been no Special Events reported for your company. If you have had a change in ownership or with officers of the company, please call customer service at 800-333-0505.

Ownership

This business, ETHICAL ELECTRIC, INC. is not currently part of a family tree.

Company Profile

Company Overview

D-U-N-S

07-832-0945

Mailing Address

United States

Employees

13

Legal Form

Corporation (US)

Telephone

(202) 248-9900

Age (Year Started)

5 years (2011)

November 2, 2011

Named Principal

Thomas Matzzie. PRES

Ownership

Not publicly traded

Line of Business

Electric services

Business Registration

Corporate and business registrations reported by the secretary of state or other official source as of: 04-25-2017

This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name

ETHICAL ELECTRIC, INC.

Corporation Type

Corporation (US)

Business Commenced On

2011

State of Incorporation

MARYLAND

Date Incorporated

11-02-2011

Registration ID

D14365027

Registration Status

INCORPORATED

Date Status Attained

11-02-2011

Filing Date

11-02-2011

Where Filed

SECRETARY OF STATE/DEPARTMENT OF ASSESSMENTS AND
TAXATION/CORPORATE CHARTER DIVISION

Registered Agent**Name**

VCORP SERVICES MD, INC.

Address

SECOND FLOOR;836 PARK AVENUE, BALTIMORE, MD, 212010000

Principals**Officers**

THOMAS MATZZIE, PRES
JIM WISEMAN, CFO

Directors

DIRECTOR(S): The officers identified by (+) and Matthew Palevsky.

Company Events**The following information was reported on: 03-18-2017**

The Maryland Secretary of State's business registrations file showed that Ethical Electric, Inc. was registered as a Corporation on November 2, 2011. Business name changed from Ethical Electric Benefit Co. to Ethical Electric, Inc. by charter amendment on October 28, 2013.

Business started 2011. 65% of capital stock is owned by Thomas Matzzie.

THOMAS MATZZIE. Antecedents are unknown.

JIM WISEMAN. Antecedents are unknown.

MATTHEW PALEVSKY. Antecedents were not available.

Business address has changed from 850 Sligo Ave Ste 502a, Silver Spring, MD, 20910 to 2 Wisconsin Circle, Chevy Chase, MD, 20815.

Business Activities And Employees**The following information was reported on: 03-18-2017****business-information-header**

Trade Names	ETHICAL ELECTRIC
Description	Provides electric services (100%). Terms are Net payments. Sells to general public. Territory : United States.
Employees	13 which includes officer(s) and 3 part-time.
Financing Status	Unsecured

SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
4911	Electric services	-
49110000	Electric services	-
NAICS Codes	NAICS Description	
221118	Other Electric Power Generation	

Government Activity

Dispute Government Activity

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	Yes
Party excluded from federal program(s)	No

Possible candidate for socio-economic program consideration

8(A) Firm	Yes
Labor Surplus Area	Yes
Small Business	Yes (2016)

Financials

D&B currently has no financial information on file for this company

Inquiries

Inquiries-Summary - 12 Months**Total number of Inquiries**

9

Unique Customers

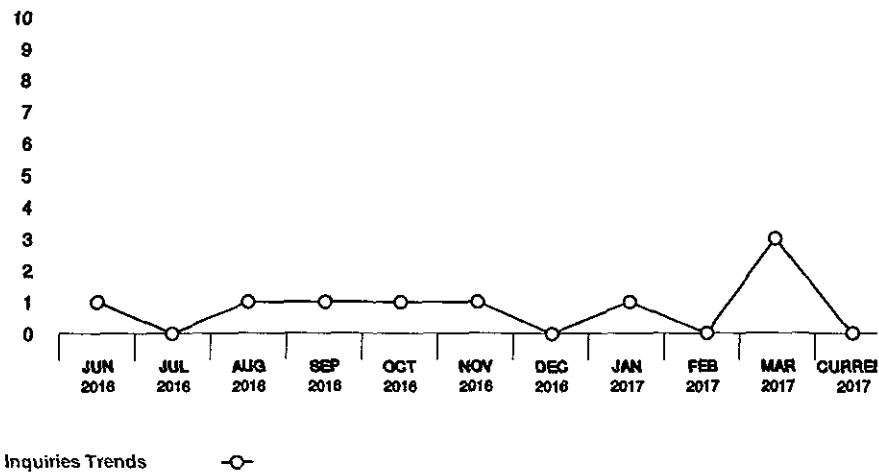
9

Inquiries-Summary

Over the past 12 months ending 5-2017, 9 individual requests for information on your company were received. The 9 inquiries were made by 9 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 4, or 44 % came from the Public Administration; 2, or 22 % came from the Finance, Insurance, and Real Estate; 1, or 11 % came from the Manufacturing; 1, or 11 % came from the Transportation, Communications, Electric, Gas, and Sanitary Services; 1, or 11 % came from the Wholesale Trade ;

SIC/Sector	Type	Date
35 - Industrial Machinery & Equipment	D&B Risk Solution	2016-06-21
3571 - Electronic Computers	D&B Risk Solution	2016-06-21
91 - Executive, Legislative & General Government	Sales & Marketing Solution	2017-03-09
9199 - General Government, Other	D&B Risk Solution	2017-03-14
9199 - General Government, Other	Sales & Marketing Solution	2017-03-09
9199 - General Government, Other	D&B Risk Solution	2017-03-09
60 - Depository Institutions	D&B Risk Solution	2016-11-17
6021 - National Commercial Banks	D&B Risk Solution	2016-11-17
40 - Railroad Transportation	D&B Risk Solution	2016-10-27
4011 - Railroads, Line-haul Operating	D&B Risk Solution	2016-10-27
51 - Nondurable Goods	D&B Risk Solution	2016-08-12
5192 - Books, Periodicals, and Newspapers	D&B Risk Solution	2016-08-12
63 - Insurance Carriers	D&B Risk Solution	2017-01-23
6331 - Fire, Marine & Casualty Insurance	D&B Risk Solution	2017-01-23
96 - Administration of Economic Programs	D&B Risk Solution	2016-09-14
9611 - Administration of General Economic Programs	D&B Risk Solution	2016-09-14

Inquiries Trends - 12 Month



Top-Five-Inquiries

By SIC Sector	
Public Administration	4
Finance, Insurance, and Real Estate	2
Manufacturing	1

Transportation, Communications, Electric, Gas, and Sanitary Services	1
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Wholesale Trade	1
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By Report Type

D&B Risk Solution	8
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Sales & Marketing Solution	1
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All-Inquiries

Industry	Total Inquiries	June 2016 to August 2016	September 2016 to November 2016	December 2016 to February 2017	March 2017 to May 2017
Manufacturing	1	1	0	0	0
Transportation, Communications, Electric, Gas, and Sanitary Services	1	0	1	0	0
Wholesale Trade	1	1	0	0	0
Finance, Insurance, and Real Estate	2	0	1	1	0
Public Administration	4	0	1	0	3

Peers Inquiries

Please add a peer from peers page to start the comparison.

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CleanChoice Energy, Inc.

Exhibit C-8 "Bankruptcy Information"

CleanChoice Energy, Inc. has never filed for bankruptcy, nor has it been involved in any reorganizations or protection for creditors.

CleanChoice Energy, Inc.

Exhibit C-9 “Merger Information”

CleanChoice Energy, Inc. has never been involved in any merger or acquisition.

CleanChoice Energy, Inc.

Exhibit D-1 "Operations"

CleanChoice Energy has contracted with Customized Energy Solutions, Ltd. to provide support in some of the operational aspects of its business. An explanation of the services Customized Energy Solutions provides is detailed below.

Customized is a leading provider of services to retail electricity suppliers in the Mid-Atlantic. Their leadership and team has deep expertise in supporting the energy and utility functions for suppliers.

EDI Interactions with Utilities:

Customized Energy Solutions will support CleanChoice Energy's EDI requirements directly with their own

EDI solutions for customer enrollment, billing and other needs.

Energy Forecasting, Procurement and Scheduling

Customized Energy Solutions will procure necessary supplies for retail load in the PJM wholesale market

in accordance with PJM's standards of practice and procedure, and will support CleanChoice Energy's needs

for energy forecasting, procurement and scheduling. This includes:

- Short and long term forecasting
- Scheduling load based on short term load forecast
- Submitting CleanChoice Energy load schedules in accordance with utility and ISO procedures
- ISO Settlement Services

CleanChoice Energy, Inc.

Exhibit D-2 “Operations Expertise”

Customized Energy Solutions provides market analysis, generation scheduling, load management, and other services in several areas of the US, in addition to PJM. These areas include MISO, NYISO, ISO-NE, Cal-ISO, SPP, and ERCOT. In addition to the staff that has previously worked for PJM, many of Customized staff have previously worked at other ISOs, utilities, generation developers, municipals, cooperatives, and other organizations closely tied to the electric energy markets. Customized's staff frequently attends and speaks at industry related conferences, as the company is well known for its knowledge of the industry and the markets.

Specific, recent projects that help demonstrate this knowledge include:

- Training to executives from the Korean Power Exchange on US power markets
- Speaking invitations to the Harvard Energy Policy Group, Electric Utility
- Consultants, American Public Power Association, and other industry conferences.
- Business / Training referrals from ISO / RTO staff

CleanChoice Energy, Inc.

Exhibit D-3 “Key Technical Personnel”

Tom Matzzie, President and Chief Executive Officer

Tom is a recognized business and marketing executive with a track record of accomplishment in the field of Internet customer acquisition for non-profit causes. Innovations in companies and programs he has managed have become widely used by national and global non-profits, political organizations and Fortune 100 companies. Tom has advised companies and non-profit groups at the state, national and international level. Most recently Tom has focused his efforts on the establishment of Ethical Electric Benefit Co., and as President, has overseen the implementation of operational structures for all aspects of the business. Tom is a graduate of the University of Notre Dame. He sits on a variety of charitable non-profit boards.

John Burke, Chief Financial Officer

John Burke is CleanChoice Energy's Chief Financial Officer.

John is the Chief Financial Officer, responsible for CleanChoice Energy's financial management including planning, accounting, reporting, cash management and risk management. John brings more than 30 years of financial management experience to the table including experience in large public corporations and zero revenue start-ups. John spent almost ten years working in Constellation Energy Group as a Vice President of Finance for the retail gas and electric businesses and as a Vice President of Operations for the retail electric business. He led an effort to transform the financial reporting with Constellation NewEnergy after the then \$4B subsidiary was acquired by CEG. Subsequently, he led the effort to standardize, centralize and automate back office operations for Constellation NewEnergy's retail electric business. Additional energy experience includes a year in Nicaragua as the owner's representative for a developer building a \$400 million geothermal power plant in San Jacinto Tizate. Most recently, he was the Chief Financial Officer of the Liberia Electricity Corporation in Monrovia, Liberia.

Customized Energy Solutions

Ed Toppi, Vice-President, Integrated Solutions

Ed joined Customized in July 2006 as a Senior Energy Consultant. Currently his primary area of focus is providing consulting services to load serving entities in the areas of market analysis, risk management, hedging strategy, and other operational areas. Additionally, Ed assists with quantitative analysis and retail energy expertise in a variety of client projects. Ed has over 10 years experience in the electricity industry, mostly in deregulated markets. Prior to joining Customized, Ed was a vice president with Constellation NewEnergy, where he ran the company's Mid-Atlantic regional business and oversaw Customer Acquisition Operations and Load Forecasting. Prior to that, Ed held positions with Exelon Energy and Public Service Enterprise Group.

Stephen Fernands, President

Stephen Fernands is the founder and President of Customized Energy Solutions. As President, Stephen has been involved a wide variety of consulting projects, including market design evaluation, demand response program development, supply procurement, load profiling, generation development, and transmission congestion analysis.

CleanChoice Energy, Inc.

Exhibit D-4 "FERC Power Marketer License Number"

CleanChoice Energy holds Market Based Rate Authority with FERC under Docket
Number ER16-1993-000.