

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Monday, March 18, 2019 3:43 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259436 [ref:_00Dt0GzXt_500t0FnTjG:ref]



**Initial Submission of a Consumer Complaint
Provider of Electric and Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00259436
COMPANY: [REDACTED]
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Canal Fulton, Ohio 44614
SERVICE ADDRESS: [REDACTED] Canal Fulton, Ohio 44614
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer disputes the increased variable rates for her gas and electric contracts. She states the high rates are causing a financial hardship.

Please provide all details of enrollment including sales call, TPV and T&Cs. Has the customer been provided any adjustment?

Sincerely,

Lee Garry
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department

Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt,_500t0FnTjG:ref

Sariah Brinker

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Monday, March 25, 2019 3:29 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259438 [ref:_00Dt0GzXt_500t0FnTIA:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00259438
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Canal Fulton, Ohio 44614
SERVICE ADDRESS: [REDACTED] Canal Fulton, Ohio 44614
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please provide the calculation for the gas and electric variable rates charged for the Jan to Feb billing and Feb to March billing. You adjusted the charges for the Feb to March billing cycle. Are you going to adjust for the Jan to Feb billing cycle?

Sincerely,

Lee Garry
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
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Sariah Brinker

From: William Schaaf
Sent: Monday, March 25, 2019 5:23 PM
To: Lee Garry
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259438 [ref:_00Dt0GzXt._500t0FnTIA:ref]

Good afternoon,

Please note: The previous case # we received for this customer was 00259436.

We will honor your request here to rerate the customer's bills for Jan-Feb as well. We've included charts below with our calculations for these adjustments, which will be sent to the customer's gas and electric utilities to be applied to the accounts. This will ultimately provide the customer with the effect of having received Indra's gas and electric introductory rates for their first two billing cycles, and then have returned to the utility's standard service.

Electric Acct

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/8/2019	3/11/2019	1399	\$254.41	\$0.0544	\$76.11	\$178.30
1/9/2019	2/7/2019	1349	\$321.66	\$0.0544	\$73.39	\$248.27
						\$426.58

Gas Acct

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/4/2019	3/5/2019	167	\$308.83	\$0.3020	\$50.43	\$3.28	\$53.71	\$255.12
1/4/2019	2/4/2019	188	\$159.79	\$0.3712	\$69.79	\$4.53	\$74.32	\$85.47
								\$340.59

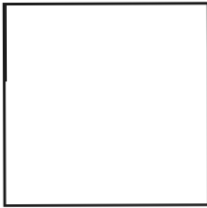
William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

www.IndraEnergy.com

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Monday, March 25, 2019 3:29 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259438 [ref:_00Dt0GzXt._500t0FnTIA:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00259438

COMPANY:

CUSTOMER:

ADDRESS: [REDACTED] Canal Fulton, Ohio 44614

SERVICE ADDRESS: [REDACTED] Canal Fulton, Ohio 44614

AIQ: Palmco Power On LLC

SERVICE ACCOUNT NUMBER:

NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

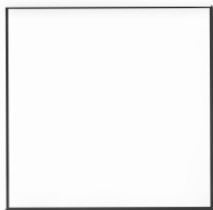
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Sincerely,

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Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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www.PUCO.ohio.gov

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Sariah Brinker

From: William Schaaf
Sent: Friday, March 22, 2019 5:15 PM
To: Lee Garry
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259436 [ref:_00Dt0GzXt_500t0FtJG:ref]
Attachments: [REDACTED]TPV.mp3; [REDACTED]Agreement.pdf; [REDACTED]Gas Confirmation Package.pdf; [REDACTED]Electric Confirmation Package.pdf

Hello Lee and the PUCO,

Regarding Case # 00259436, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Indra's variable rate plans on 10/17/18, as the result of a door-to-door sale. We've attached the signed agreement and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 10/31/18 and 11/7/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month. No ETFs.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month. No ETFs.

On 2/11/19, Ms. [REDACTED] contacted our Customer Service line and requested to cancel her service with Indra, and the customer's accounts were dropped without penalty. The customer's gas and electric accounts stopped receiving our supply on 3/5/19 and 3/11/19, respectively.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard service, we are willing to rerate the customer's final gas and electric bill to the rates we have on file for her gas and electric utilities. We've included charts below detailing our calculations for these adjustments. These adjustments will be sent to the customer's gas and electric utilities in order to be applied to her accounts.

Electric Account

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/8/2019	3/11/2019	1399	\$254.41	\$0.0544	\$76.11	\$178.30

Gas Account

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/4/2019	3/5/2019	167	\$308.83	\$0.3020	\$50.43	\$3.28	\$53.71	\$255.12

Let us know if we can be of any further assistance. Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

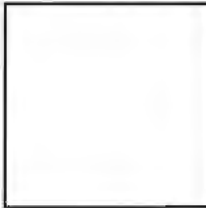
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Lee Garry

Public Utilities Commission of Ohio

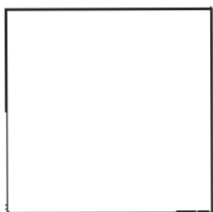
Service Monitoring and Enforcement Department

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DOOR-TO-DOOR ENROLLMENT FORM (OHIO)

VE18-10.01

Customer Name: [REDACTED] **Relationship to Account Holder:** [REDACTED]
E-mail Address: [REDACTED] Provide your e-mail address. Indra does not sell, provide, or share your e-mail information with third parties.
Service Address: [REDACTED] **City:** CINCINNATI **State:** OH **Zip Code:** 45201
Billing Address: [REDACTED] **City:** [REDACTED] **State:** [REDACTED] **Zip Code:** [REDACTED]
Phone Number: [REDACTED] ☐ Mobile ☐ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): [REDACTED]
Account Holder's Name on Electricity Account: [REDACTED]
Electricity Utility Account Number: [REDACTED]
Budget Billing: ☐ Yes ☐ No **Product Code:** [REDACTED]

PLEASE CHOOSE ONE OF THE 100% RENEWABLE ENERGY PRODUCT OFFERINGS BELOW

Two phase Fixed Electric Rate
Initial Rate of \$ _____ per kWh for the first month followed by a Fixed Rate of \$ _____ per kWh for the remaining _____ months
Standard Fixed Electric Rate
Fixed Rate of \$ _____ per kWh for _____ months
Introductory Electric Variable Rate
Insert Utility Name: DHE **Insert Introductory Price:** 5.10 **Per kWh**
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your electric utility may impose. For full details see the Pricing section in the Terms and Conditions.

Account Holder's Name on Natural Gas Account: [REDACTED]
Natural Gas Utility Account Number: [REDACTED]
Budget Billing: ☐ Yes ☐ No

PLEASE CHOOSE ONE OF THE NATURAL GAS PRICE OFFERINGS BELOW

Two Phase Fixed Gas Rate
Initial Rate of \$ _____ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ _____ per Ccf/Mcf for the remaining _____ months
Introductory Gas Variable Rate
Insert Utility Name: DHE **Insert Introductory Price:** 2.60 **Per Ccf / Mcf**
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

ACKNOWLEDGEMENT FORM

Please Read Carefully and Initial in the Appropriate Spaces

- The representative stated that he/she was representing Indra and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for Indra to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only:** The representative explained that the contract is for one month and will continue on a month-to-month basis until either Indra or I decide to cancel the contract. I can access my future variable pricing information at: <https://www.indraenergy.com/ohio/variable-rates>.
- For fixed rate customers only:** The representative explained to me that the contract is for a total term of _____ months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- The representative explained my right to cancel.
- The representative left two completed right to cancel notices with me.
- The representative disclosed that no early termination liability fee would apply, if I cancel the contract.

CUSTOMER AUTHORIZATION

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and Indra's supply service.
- I understand that Indra does not guarantee savings under this Agreement/Contract.

INITIAL COOLING OFF PERIOD: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOU RECEIVE COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

FURTHER RIGHT(S) OF RESCISSION: Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.

For: INDRA ENERGY (SELLER) **By:** [REDACTED]
By: [Signature] **REPRESENTATIVE'S NAME (PRINT)** ID NUMBER [REDACTED]
By: [Signature] **REPRESENTATIVE'S SIGNATURE** **Date:** 10-17-18 MONTH / DAY / YEAR

OH-E 40003570



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

w: IndraEnergy.com
e: CustomerCare@IndraEnergy.com
toll free: 1 (888) 50-INDRA
1 (888) 504 6372

10/19/2018

[REDACTED]
Canal Fulton, OH 44614

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number: [REDACTED]

Rate Plan: Introductory Rate of \$2.60000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

Cancellation Fees: None.

Budget Billing: Please contact Dominion East Ohio.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndraEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-10.01

Environmental Disclosure Information – Quarterly Comparisons																																		
Indra Energy																																		
Projected Data for the 2018 Calendar Year																																		
Actual Data for the Period 01/01/18 to 6/30/18																																		
Generation Resource Mix - A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	Projected <table><tr><td>Natural Gas</td><td>26%</td></tr><tr><td>Coal</td><td>35%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Nuclear</td><td>34.5%</td></tr><tr><td>Wind</td><td>2.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Other</td><td>0.5%</td></tr></table>	Natural Gas	26%	Coal	35%	Biomass	0.5%	Nuclear	34.5%	Wind	2.5%	Hydro	1%	Other	0.5%	Actual <table><tr><td>Natural Gas</td><td>28.5%</td></tr><tr><td>Coal</td><td>30%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Nuclear</td><td>35%</td></tr><tr><td>Wind</td><td>3%</td></tr><tr><td>Hydro</td><td>1.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr><tr><td>Solar</td><td>0.5%</td></tr><tr><td>Oil</td><td>0.5%</td></tr></table>	Natural Gas	28.5%	Coal	30%	Biomass	0.5%	Nuclear	35%	Wind	3%	Hydro	1.5%	Other	0.5%	Solar	0.5%	Oil	0.5%
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Environmental Characteristics– A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste																																
	Coal Power	Air Emissions and Solid Waste																																
	Hydro Power	Wildlife Impacts																																
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	Nuclear Power	Radioactive Waste																																
	Oil Power	Air Emissions and Solid Waste																																
	Other Sources	Unknown Impacts																																
	Solar Power	No Significant Impacts																																
	Unknown Purchased Resources	Unknown Impacts																																
	Wind Power	Wildlife Impacts																																
Air Emissions – Product-specific projected and actual air emissions for this period compared to the regional average air emissions.	<table><tr><th> pollutant</th><th>Actual</th><th>Projected</th><th>Regional Average</th></tr><tr><td>Carbon dioxide</td><td>~85%</td><td>~95%</td><td>100%</td></tr><tr><td>Nitrogen oxides</td><td>~55%</td><td>~75%</td><td>100%</td></tr><tr><td>Sulfur Dioxide</td><td>~65%</td><td>~95%</td><td>100%</td></tr></table>		pollutant	Actual	Projected	Regional Average	Carbon dioxide	~85%	~95%	100%	Nitrogen oxides	~55%	~75%	100%	Sulfur Dioxide	~65%	~95%	100%																
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Radioactive Waste – Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh																							
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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.																																		



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

w: IndraEnergy.com
e: CustomerCare@IndraEnergy.com
toll free: 1 (888) 50-INDRA
1 (888) 504 6372

10/19/2018

[REDACTED]
Canal Fulton, OH 44614

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **electricity** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Ohio Edison**. You will receive a confirmation notice from **Ohio Edison** confirming your selection of Indra Energy as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number: [REDACTED]

Rate Plan: Introductory Rate of \$0.05100/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

Cancellation Fees: None.

Budget Billing: Available upon request.

Renewable Energy Product Information: One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience.

If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndraEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

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DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-10.01

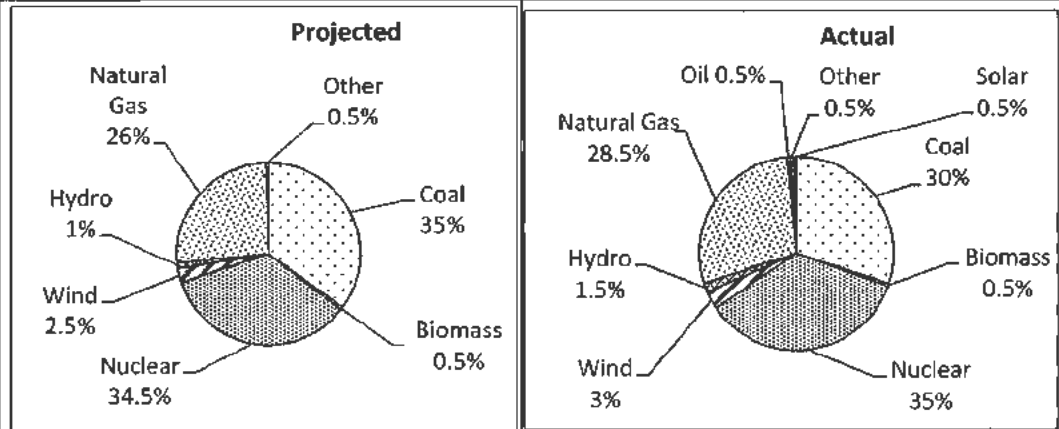
Environmental Disclosure Information – Quarterly Comparisons

Indra Energy

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 6/30/18

Generation Resource Mix -
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



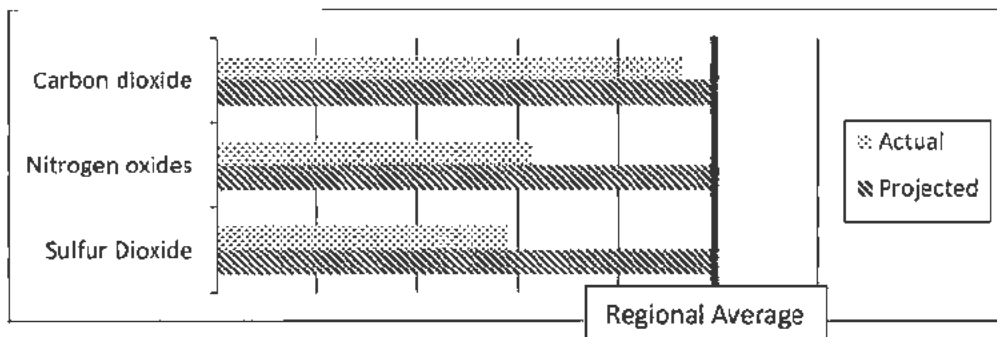
Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft ³ /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.

Cheryl Smith

From: Shanequa Jones <contactthepuco@puc.state.oh.us>
Sent: Wednesday, May 15, 2019 12:59 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502081 [ref:_00Dt0GzXt._500t0lfzcc:ref]



PUBLIC UTILITIES COMMISSION OF OHIO
Second Request for Information
Regarding the Initial Submission of a Consumer Complaint
Please Respond Within 3 Days

CASE ID: 00502081

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

Cambridge, Ohio 43725

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ: [REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 05-09-19. Please review the customer's concerns and respond within three business days.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0Ifzzc:ref

Cheryl Smith

From: Shanequa Jones <contactthepuco@puc.state.oh.us>
Sent: Tuesday, May 21, 2019 8:34 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502081 [ref:_00D10GzXt._500t0lfztc:ref]



PUBLIC UTILITIES COMMISSION OF OHIO
Third Request for Information
Please Respond Within 48 Hours

CASE ID: 00502081

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cambridge, Ohio 43725

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ: [REDACTED]

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 05-09-19. A second request for information was sent on 05-15-19. Please refer to the details contained in the original submission of the complaint and respond within 48 hours.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt_500t0Ifzzc:ref

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 09, 2019 4:02 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502081 [ref:_00Dt0GzXt_500t0lfzcc:ref]



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00502081

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cambridge, Ohio 43725

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ: [REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Good Afternoon,

Mr. [REDACTED] contacted the PUCO regarding a billing issue. He states that his bill increased with the company and he did not receive notice of the increase. He states that his most recent bill was \$462.26 and he has a rate of \$1.67/ccf. He states the rate with his Utility is \$0.36/ccf.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed at the time of enrollment?
4. What was the rate that the customer agreed to? Was it fixed or variable? If fixed, what was the term?
5. Did the customer's rate increase? If so, when and why?
6. Was a renewal letter sent? If so when?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response?
8. Is an adjustment in process for this customer? If no, why not?

9. If an adjustment is in process, Will the adjustment be a refund check or an adjustment to the bill?

Please provide copies of the following?

1. The sales script used to solicit this customer.
2. The sales call to this customer.
3. The TPV at the time of enrollment.
4. Welcome Letter with the terms and conditions.
5. Renewal Letter
6. Signed enrollment agreement
7. Copy of the IP address and email address used to enroll if applicable

Any additional information that the Company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0Ifzzc:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Friday, June 07, 2019 4:17 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502081 [ref:_00Dt0GzXt._500t0lfzzc:ref]
Attachments: [REDACTED] Sales Call 11.17.16.mp3; [REDACTED] Sales Call 6.12.17.mp3; [REDACTED] TPV 6.12.17.mp3; [REDACTED] TPV 11.17.16.mp3; [REDACTED] Confirmation Package Gas 11.28.16.pdf; [REDACTED] Confirmation Package Gas 6.13.17.pdf; Indra Postcard.pdf; [REDACTED] RERATE.XLSX

Hi Shanequa,

Customer [REDACTED] enrolled with Palmco's on 11/17/2016 and then again on 6/12/17, as a result of a telephone sale. Attached are the sales audio, TPV's and confirmation packages sent detailing the terms of service.

6/12/17

Gas Plan: Introductory Rate of \$0.37980 for the first three billing cycles, and a variable rate thereafter.

Palmco began conducting business under its trade name Indra Energy in October 2018. We're attaching the postcard mailed to customers advising of this change.

On 5/8/2019 [REDACTED] contacted our customer service line and requested to have services canceled with Indra. An outbound drop request was sent to Columbia Gas who established a service end date of 5/3/2019 for the gas account with no ETFs issued.

Given the nature of the complaint, the company made the decisions to provide a rate adjustment on the [REDACTED] account. Please find attached the calculations. It will take approximately 4-6 weeks for the customer's receipt of the adjustment.

Regards,

Keenia Joseph – Director of Compliance



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 718-975-6611
F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 9, 2019 4:02 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502081 [ref:_00Dt0GzXt._500t0lfzzc:ref]



**Public Utilities
Commission**

**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00502081

CUSTOMER [REDACTED]

ADDRESS [REDACTED] Cambridge, Ohio 43725

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ: [REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Good Afternoon,

Mr. [REDACTED] contacted the PUCO regarding a billing issue. He states that his bill increased with the company and he did not receive notice of the increase. He states that his most recent bill was \$462.26 and he has a rate of \$1.67/ccf. He states the rate with his Utility is \$0.36/ccf.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed at the time of enrollment?
4. What was the rate that the customer agreed to? Was it fixed or variable? If fixed, what was the term?
5. Did the customer's rate increase? If so, when and why?
6. Was a renewal letter sent? If so when?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response?
8. Is an adjustment in process for this customer? If no, why not?
9. If an adjustment is in process, Will the adjustment be a refund check or an adjustment to the bill?

Please provide copies of the following?

1. The sales script used to solicit this customer.
2. The sales call to this customer.
3. The TPV at the time of enrollment.
4. Welcome Letter with the terms and conditions.
5. Renewal Letter
6. Signed enrollment agreement
7. Copy of the IP address and email address used to enroll if applicable

Any additional information that the Company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0lfzcc:ref



Privately owned: Family in business since 1938

Electricity - Natural Gas
www.PalmcoEnergy.com

11/28/2016

[REDACTED]
Cambridge, OH 43725

Welcome! Thank you for choosing PALMco as your energy supplier! You are among the many consumers in the State of Ohio who have chosen us! PALMco is privately owned by a family that has been in the energy business since 1938. PALMco Energy is licensed to supply natural gas and PALMco Power is licensed to supply electricity in Ohio by the Public Utilities Commission of Ohio.

We have completed your enrollment for your energy supply service. You will receive a letter from your utility confirming your selection of PALMco as your energy supplier. With your service from PALMco you can receive:

- **Excellent Customer Service** - You can speak to one of our Customer Service Specialists with any questions or inquiries about your account by contacting us via phone at 877-726-5862 or email at CustomerService@palmcoenergy.com.
- **Convenient Budget Billing** - We offer the convenience of **Budget Billing**, where you are billed the same amount each month for 12 months, with a budget true-up at the end of each 12-month period. Restrictions may apply, so please call or email us if you are interested in Budget Billing.
- **Access to our Online Customer Portal and our smartphone app** - View your account status, track your PALMco Perks® points, update your contact information, and more! Visit Palmcoenergy.com/portal and download our smartphone app from the Apple App Store or Google Play Store.

At PALMco, we reward you like family.

- **PALMco's Referral Incentive** - Refer a friend! Refer your family! Spread the word! With PALMco's Referral Incentive, you could receive a bill credit worth between 5% and 100% of the supply portion of your energy bill every month. If you would like to take advantage of this opportunity, please visit our website for the complete terms and conditions of our Referral Credit Incentive at Palmcoenergy.com/Referral. To obtain your referral code, please log into your online customer portal at Palmcoenergy.com/portal.
- **PALMco Perks®** - Earn points for your monthly energy usage. With **PALMco Perks®** you can choose merchandise, vacation packages, event tickets, and more! Please visit our website for the complete terms and conditions of PALMco Perks® at Palmcoenergy.com/Palmco-perks. To create your PALMco Perks® account with the **My Energy Perks** website, please log into your online customer portal at Palmcoenergy.com/portal.

Please see the reverse side for some Frequently Asked Questions. You should also read the Natural Gas & Electric Power Supply Agreement and keep it for your records.

Enrollment promotion for this account: Let Us Treat You to Dinner! You chose to receive \$25 Restaurant.com Gift Cards for your enrollment. You will receive your first Restaurant.com Gift Card after your second bill. You will receive an additional Restaurant.com Gift Card after every second bill thereafter, up until your 12th bill. Remember, in order to receive the Restaurant.com Gift Card, your account must not be in for cancellation. For complete terms and conditions of this promotion, visit palmcoenergy.com/let-us-treat-you-to-dinner.

Utility: Columbia Gas

Start Date of Service with PALMco : 12/6/2016

Introductory Rate for First Three Billing Cycles: \$0.2998. Variable thereafter.

Sincerely,

Robert Palmese

President
Electricity and Natural Gas Division

Frequently Asked Questions:

What is the difference between the Delivery charge and Supply charge?

The **Delivery charge** is your Utility's charge for delivering your energy through its pipelines and wires. The **Supply charge** is the charge for the actual natural gas and/or electricity you use.

What makes PALMco unique?

Unlike other energy service companies, PALMco is owned and operated by a family that has been in the energy business *since 1938*. We understand the importance of maintaining our relationship with each and every customer; that is why *We treat you like family*®. PALMco provides the quality and personal service you deserve.

Will my Utility be mad at me for switching?

Of course not! You have only changed the supply portion of your bill to PALMco. Your Utility has always made its money on the delivery of the energy through its pipelines and wires, not from the sale of the commodity itself. Your Utility will continue to deliver your energy when PALMco sells you your natural gas and/or electricity.

Will PALMco ever run out of natural gas or electricity?

Under normal circumstances, no, this cannot happen. Your Utility still ensures the delivery of natural gas and electricity to your premises. The natural gas pipeline is under constant pressure and full of natural gas, and the electric wires always have electricity flowing through them.

Is the quality of natural gas and/or electricity from PALMco different than the Utility's?

Not at all. All the Natural Gas and/or Electricity comes from the same places, whether you buy from PALMco or your Utility. In fact, PALMco's natural gas and electricity are mixed in the same pipelines and wires as the Utility's natural gas and electricity.

What if I smell natural gas or have a power outage?

Call your Utility immediately! If there are ANY emergencies regarding your natural gas and/or electricity, your Utility will always respond the same way it has in the past.

Who reads my meter?

The Utility will continue to read your meter and will report the usage to PALMco. If you have any questions regarding your meter readings, please call your Utility.

Are there any special fees associated with being a customer of PALMco?

No! We do not charge a fee to join, we do not have a monthly participation fee, and we do not have any cancellation fees.

How long do I have to remain a customer?

PALMco does not have a requirement on how long you have to be a customer. Your service will be month to month without a long term commitment, giving you the option to cancel at any time without a penalty. We hope that you remain a customer of ours for years to come.

How does the referral incentive benefit me?

The more friends or family you refer, the greater the referral credit you can receive! You can receive between a 5% and 100% referral credit toward the supply charge on your energy bill. Remember, your referral credit applies only to the supply portion on your monthly bill. Other terms and conditions apply, which are available at our website at PalmcoEnergy.com/referral.

Why should I open a PALMco Perks® account?

With **PALMco Perks®** you can receive points for something you already do... use energy! Why not take advantage of this incentive and accumulate points toward something you will enjoy, like your favorite movie on DVD, the latest electronic device, or a trip to the Caribbean? Please visit PalmcoEnergy.com/Palmco-perks for more information and to review the terms and conditions of the PALMco Perks®.

Why should I create an online customer profile?

With an online customer profile you can track your enrollment status, anywhere and anytime, with a click of a button. You can also view your **PALMco Perks®** points and referral related information, like your **referral code** and the number of referrals you currently have for your account with PALMco.

Why should I download PALMco's smartphone app?

PALMco's smartphone app gives you access to certain account information right at your fingertips. Through the app, you can also view and edit certain account settings, like your contact preferences.

Please refer to our website,
www.palmcoenergy.com
For any inquiries, terms or details.



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

w: PalmcoEnergy.com
e: CustomerService@PalmcoEnergy.com
toll free: 1 (877) 726 5862

6/13/2017

[REDACTED]
Cambridge, OH 43725

Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **Columbia Gas**. You will receive a confirmation notice from **Columbia Gas** confirming your selection of PALMco as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number: [REDACTED]

Rate Plan: Introductory Rate of \$0.37980 for the first three billing cycles, and a variable rate thereafter.

Cancellation Fees: None

Budget Billing: Please contact Columbia Gas.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience.

If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power" or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: **(A)** Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. **(B)** You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). **(C)** PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. **(D)** Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. **(E)** PALMco does not guarantee savings or promise rates lower than your utility(ies). **(F)** Your incumbent gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement. **(H)** You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation

Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options. Your service will automatically continue under the specified renewal terms unless you contact PALMco to terminate as set forth herein and as stated in the Renewal Notice. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

No Early Termination Fee. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew on a month to month basis at the rate then in effect in accordance with the terms set forth in the Renewal Notice. *PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.*

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.

Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. **PALMco Power** will not release your

social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcoEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED

THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which

either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.17-03.27

**SOMETHING NEW
IS COMING!**



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

PALMco Energy



PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | PalmcoEnergy.com

PH#				Acct		Note		
Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total:	Amnt Due Customer
4/3/2019	5/3/2019	48	\$ 76.95	0.3/460	17.98	1.30	19.28	\$ 57.67
3/5/2019	4/3/2019	91	\$ 145.89	0.3/530	35.43	2.57	37.99	\$ 107.90
2/4/2019	3/5/2019	86	\$ 128.51	0.4/590	35.13	2.55	37.68	\$ 90.83
1/4/2019	2/4/2019	107	\$ 200.40	0.4/600	44.73	3.24	47.97	\$ 152.43
12/3/2018	1/4/2019	96	\$ 83.78	0.4/720	46.77	3.19	50.16	\$ 31.62
10/31/2018	12/3/2018	78	\$ 66.30	0.5/450	46.37	3.36	49.73	\$ 16.57
10/2/2018	10/21/2018	42	\$ 46.34	0.4/150	18.54	1.34	19.89	\$ 26.45
8/31/2018	10/2/2018	17	\$ 19.88	0.4/250	7.73	0.52	7.75	\$ 12.13
8/2/2018	8/31/2018	12	\$ 14.04	0.4/250	4.95	0.35	5.31	\$ 8.73
7/3/2018	8/2/2018	10	\$ 9.81	0.4/520	4.05	0.29	4.34	\$ 5.47
6/4/2018	7/3/2018	10	\$ 17.94	0.4/260	8.03	0.58	8.61	\$ 9.33
5/3/2018	6/4/2018	21	\$ 14.74	0.4/1050	8.62	0.63	9.25	\$ 5.49
4/4/2018	5/3/2018	66	\$ 48.98	0.4/510	26.74	1.34	28.67	\$ 20.31
3/5/2018	4/4/2018	113	\$ 90.26	0.3/210	44.31	3.21	47.52	\$ 42.74
2/2/2018	3/5/2018	98	\$ 71.98	0.4/890	40.07	2.91	42.98	\$ 29.00
1/4/2018	2/2/2018	114	\$ 90.59	0.5/830	57.92	4.20	62.12	\$ 28.47
12/1/2017	1/4/2018	132	\$ 120.30	0.4/880	55.28	4.01	59.29	\$ 61.01
10/1/2017	12/1/2017	72	\$ 81.08	0.4/240	32.57	2.36	34.93	\$ 46.15
10/2/2017	10/31/2017	40	\$ 45.05	0.4/200	16.81	1.22	18.03	\$ 27.02
8/31/2017	10/2/2017	29	\$ 11.81	0.4/420	12.83	0.93	13.76	\$ (1.95)
8/2/2017	8/31/2017	20	\$ 8.15	0.4/110	8.82	0.64	9.46	\$ (1.31)
7/3/2017	8/2/2017	21	\$ 8.56	0.4/190	9.28	0.67	9.95	\$ (1.39)
								\$ 774.65

Tax Estimate for Column G	Begin Read Date	End Read Date	Type	Rate Code	Total	Usage	Tax	Billed Usage	Indro rate
0.072473868	4/3/2019	5/3/2019	Gas - Regular Bill	Default	76.95	17.75	5.70	48	1.49479
0.072484011	3/5/2019	4/3/2019	Gas - Regular Bill	Default	145.89	136.04	9.86	91	1.49484
0.072525455	2/4/2019	3/5/2019	Gas - Regular Bill	Default	128.51	119.82	8.69	86	1.39326
0.072518063	1/4/2019	2/4/2019	Gas - Regular Bill	Default	200.40	196.85	13.55	107	1.74526
0.07252459	12/3/2018	1/4/2019	Gas - Regular Bill	Default	83.78	76.25	5.53	96	0.79477
0.072468457	10/31/2018	12/3/2018	Gas - Regular Bill	Default	66.30	61.82	4.48	78	0.79255
0.07246936	10/2/2018	10/21/2018	Gas - Regular Bill	Default	46.34	43.71	3.13	42	1.02881
0.07227616	8/31/2018	10/2/2018	Gas - Regular Bill	Default	19.88	18.54	1.34	17	1.04054
0.072674484	8/2/2018	8/31/2018	Gas - Regular Bill	Default	14.04	13.09	0.94	12	1.04983
0.072131148	7/3/2018	8/2/2018	Gas - Regular Bill	Default	9.81	9.15	0.66	10	0.91500
0.072325164	6/4/2018	7/3/2018	Gas - Regular Bill	Default	17.94	16.73	1.21	10	0.88353
0.072780204	5/3/2018	6/4/2018	Gas - Regular Bill	Default	14.74	13.74	1	21	0.63429
0.072476462	4/4/2018	5/3/2018	Gas - Regular Bill	Default	48.98	45.67	3.31	66	0.69197
0.072480989	3/5/2018	4/4/2018	Gas - Regular Bill	Default	90.26	84.16	6.10	113	0.74478
0.072567417	2/2/2018	3/5/2018	Gas - Regular Bill	Default	71.98	67.11	4.87	98	0.64430
0.071451756	1/4/2018	2/2/2018	Gas - Regular Bill	Default	90.59	84.47	6.12	114	0.74096
0.072479273	12/1/2017	1/4/2018	Gas - Regular Bill	Default	120.30	112.17	8.13	132	0.84977
0.073486772	10/1/2017	12/1/2017	Gas - Regular Bill	Default	81.08	75.60	5.48	72	1.05000
0.072619048	10/2/2017	10/31/2017	Gas - Regular Bill	Default	45.05	42.00	3.05	40	1.05000
0.072651217	8/31/2017	10/2/2017	Gas - Regular Bill	Default	11.81	11.00	0.80	29	0.71966
0.073368421	8/2/2017	8/31/2017	Gas - Regular Bill	Default	8.15	7.60	0.55	20	0.38000
0.072651794	7/3/2017	8/2/2017	Gas - Regular Bill	Default	8.56	7.98	0.58	21	0.38000

From: Drake Riley <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 14, 2019 11:47 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258653 [ref:_00Dt0GzXt_500t0Fn6tL:ref]

Follow Up Flag: Follow up
Flag Status: Flagged



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00258653
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Akron, Ohio 44320
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ: [REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Mr. [REDACTED] alleges that during his enrollment he was guaranteed that his commodity rate would not increase above \$6.00/Mcf. His rate spiked to approximately \$8.00/Mcf which prompted him to end his relationship with your company. He was quoted the standard 1-2 billing cycles and then experienced a rate over \$17.00/Mcf. The customer feels that this was done intentionally and that he was misled during the initial sale.

Please provide all enrollment documents to include: TPV, Sales call, welcome letter, T&C's, expiration notice, etc.
Please confirm the end flow date.
Will his rates be adjusted?

If so, please provide supporting documentation for the re-rate.

Sincerely,

Drake Riley

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Supervisor - Electric
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0Fn6tL:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, March 22, 2019 8:06 AM
To: Drake Riley
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258653 [ref:_00Dt0GzXt._500t0Fn6tL:ref]
Attachments: [REDACTED].PV.mp3; [REDACTED].Agreement.pdf; [REDACTED].Gas Confirmation Pack.pdf; Indra Postcard.pdf

Hello Drake and the PUCO,

Regarding Case # 00258653, [REDACTED]

Mr. [REDACTED] enrolled his gas account in Palmco's variable plan on 5/2/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 5/30/18.

Gas Plan: Variable. This included a two-month introductory rate of \$2.30 per Mcf, after which the rate would vary month-to-month. No ETFs.

Palmco began conducting business under its trade name, Indra Energy, in October 2018. We're attaching a copy of the postcard mailed to the customer informing him of this brand name change.

We received an inbound pending drop transaction on 2/6/19, and the customer's account stopped receiving our supply on 2/28/19.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited service end date, we are willing to re-rate the customer's final gas bill to the rate we have on file for his gas utility, which results in an adjustment of \$166.39 for the billing cycle of 1/31/19 – 2/28/19. We've included a chart below detailing our calculations for this adjustment, which will be sent to the customer's utility in order to be applied to the account.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/31/2019	2/28/2019	116	\$201.42	\$0.3020	\$35.03	\$166.39

Let us know if we can be of any further assistance. Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

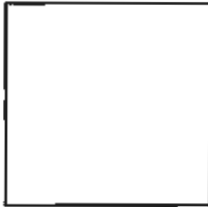
www.IndraEnergy.com

From: Drake Riley <contactthepuco@puc.state.oh.us>

Sent: Thursday, March 14, 2019 11:47 AM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258653 [ref:_00Dt0GzXt._500t0Fn6tL:ref]



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00258653

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Akron, Ohio 44320

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

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Please provide all enrollment documents to include: TPV, Sales call, welcome letter, T&C's, expiration notice, etc.

Please confirm the end flow date.

Will his rates be adjusted?

If so, please provide supporting documentation for the re-rate.

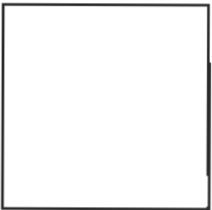
Sincerely,

Drake Riley

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department
Customer Service Supervisor - Electric
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:_00Dt0GzXt._500t0Fn6tL:ref



**PALMco Energy OH, LLC /
PALMco Power OH, LLC**

8751 12th Avenue Brooklyn, NY 11214
customerservice@palmcoenergy.com
Website: www.palmcoenergy.com
Phone: (877) 726-5862

NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO)

VE18-01.20

CUSTOMER INFORMATION

Customer Name: [REDACTED] Relationship to Account Holder: [REDACTED]
E-mail Address: [REDACTED] Please provide us with your e-mail address to authorize us to send notices about your account. Providing your email address will allow you to access your customer portal and act on your account. Share your e-mail information with third parties.
Service Address: [REDACTED] City: AKRON State: OH Zip Code: 44320
Billing Address (if Different): [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
Phone Number: [REDACTED] ☐ Mobile ☐ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): [REDACTED]
Account Holder's Name on Electricity Account: [REDACTED]
Electricity Utility Account Number: [REDACTED] Budget Billing: ☐ Yes ☐ No
Fixed Electricity Rate:
Product Term: 13 Months
☐ AEP - Columbus Southern (17 Digits) - Initial Rate of \$ 0.08100 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ AEP - Ohio Power (17 Digits) - Initial Rate of \$ 0.08100 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ OP&L (10 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ DUKE (10 Digits) - Initial Rate of \$ 0.05900 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ Ohio Edison (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ The Illuminating Company (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ Toledo Edison (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months

Account Holder's Name on Natural Gas Account: [REDACTED]
Natural Gas Utility Account Number: [REDACTED] Budget Billing: ☒ Yes ☐ No

Introductory Gas Variable Rate:

Dominion	Per Mcf	Columbia Gas Ohio	Per Ccf
<u>2.30</u> (Account Number 13 digits)		<u>2.50</u> (Account Number 12 digits)	
<u>2.30</u> (Account Number 16 digits)			

Vectren

You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

Fixed Gas Rate:
Product Term: 13 Months
☐ Duke (10 Digits) - Initial Rate of \$ 0.44000 / therm for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months

Enrollment Promotion: ☒ Let us treat you to Dinner!

ACKNOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL
Please Read Carefully and Initial in the Appropriate Spaces

- The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only: The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decides to cancel the contract. I can access my future variable pricing information at: <https://palmcoenergy.com/ohio/oh-variable-rates>.
- For fixed rate customers only: The representative explained to me that the contract is for a total term of 13 months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- The representative explained my right to cancel.
- The representative left two completed right to cancel notices with me.
- The representative disclosed that no early termination liability fee would apply, if I cancel the contract.

CUSTOMER AUTHORIZATION

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and PALMco's supply service.
- I understand that PALMco does not guarantee savings under this Agreement/Contract.

INITIAL COOLING OFF PERIOD: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOUR RECEIPT OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

FURTHER RIGHT(S) OF RESCISSION: Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.

FOR: PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller) By: [REDACTED]
By: TAWNA CARROLL REPRESENTATIVE'S NAME (PRINT) IN NUMBER [REDACTED]
By: [REDACTED] Date: 05-2-18 OH-E 10123061
REPRESENTATIVE'S SIGNATURE MONTH / DAY / YEAR



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

w: PalmcoEnergy.com
e: CustomerService@PalmcoEnergy.com
toll free: 1 (877) 726 5862

5/4/2018



Akron, OH 44320

Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of PALMco as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number: [REDACTED]

Rate Plan: Introductory Rate of \$2.30000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/>.

Cancellation Fees: None.

Budget Billing: Please contact Dominion East Ohio.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards



OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMCO Energy OH, LLC ("PALMCO Energy" or "PALMCO") and you for natural gas supply service and/or PALMCO Power OH, LLC ("PALMCO Power" or "PALMCO") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMCO and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMCO sales representative with whom you have spoken represents PALMCO and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMCO will not charge you a fee to switch to PALMCO as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMCO's charges. (E) PALMCO does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMCO s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMCO decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMCO at (877) 726-5862; (b) sending a letter to PALMCO at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMCO at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMCO is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMCO prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMCO will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMCO; or (c) PALMCO returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMCO Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMCO Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMCO Power without penalty if you relocate your Service Address(es) to an area that PALMCO Power does not serve or to an area where PALMCO Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMCO, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMCO, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMCO will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMCO in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMCO performs for you, and other prevailing market conditions, plus PALMCO's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMCO in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMCO performs for you, line loss, compliance

costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. **Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/> or by calling (877) 726-5862.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

No Early Termination Fee. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. *PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.*

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.

Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. **PALMco Power** will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.

Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcoEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.17-12.19

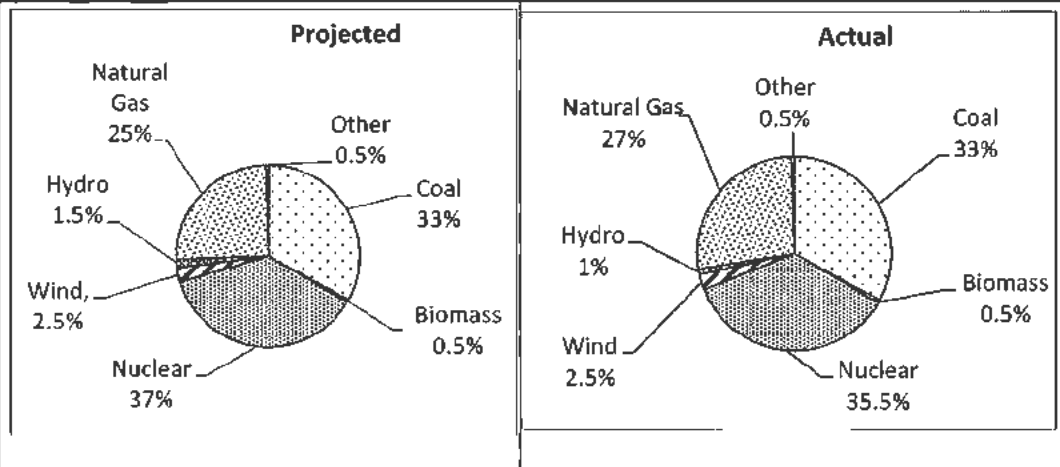
Environmental Disclosure Information – Quarterly Comparisons

PALMco Power OH, LLC

Projected Data for the 2017 Calendar Year

Actual Data for the Period 01/01/17 to 12/31/17

Generation Resource Mix -
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



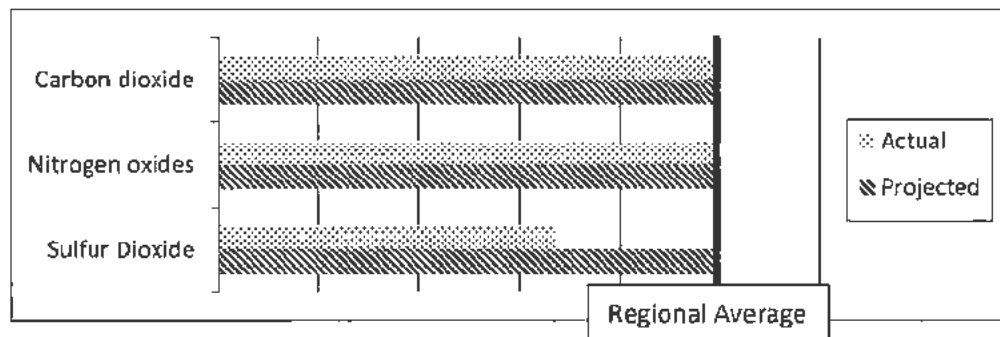
Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft ³ /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.

SOMETHING NEW
IS COMING!



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

PALMco Energy



PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | PalmcoEnergy.com

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 15, 2019 12:47 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258584 [ref:_00Dt0GzXt_500t0Fn3O4:ref]



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00258584
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068
SERVICE ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

This customer contacted the PUCO for assistance in resolving a billing dispute he has with the company. He believes that he was enrolled by a door-to-door marketer.

1. What was the method of enrollment?

2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms and +conditions of the enrollment.

3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-29-10(F).

Sincerely,

Michael Coady

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0Fn3O4:ref

Sariah Brinker

From: William Schaaf
Sent: Thursday, March 21, 2019 5:31 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258584 [ref_00Dt0GzXt_500t0Fn3O4:ref]
Attachments: [REDACTED].TPV.mp3; [REDACTED].Agreement.pdf; [REDACTED].Gas Confirmation Package.pdf; [REDACTED].Electric Confirmation Package.pdf; Indra Postcard.pdf

Hello Michael and the PUCO,

Regarding Case # 00258584, [REDACTED]

Mr. [REDACTED] enrolled his gas and electric accounts in Palmco's service on 5/3/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 5/8/18 and 5/29/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of 36.9 cents per Ccf, after which the rate would vary month-to-month. No ETFs.

Electric Plan: 13-Month Two-Phase Fixed Plan, including 5.1 cents for the initial month, followed by 7.7 cents for the remaining 12 months. No ETFs.

Palmco began conducting business under its trade name, Indra Energy, in October 2018. We're attaching a copy of the postcard mailed to the customer informing him of this brand name change.

On 2/14/19, Mr. [REDACTED] contacted our Customer Service line to cancel his accounts with Indra, and drop transactions were processed without penalty. The customer's gas and electric accounts stopped receiving our supply on 3/8/19 and 2/25/19, respectively.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his gas utility's standard offer, we are willing to rerate the customer's final gas bill to the rate we have on file for his gas utility, which results in an adjustment of \$115.47 for the billing cycle of 2/7/19 – 3/8/19. We've included a chart below detailing our calculations for this adjustment.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/7/2019	3/8/2019	106	\$158.77	\$0.4085	\$43.30	\$115.47

Let us know if we can be of any further assistance. Thank you.

William Schaaf – Asst. Compliance Officer



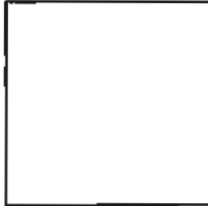
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

From: Michael Coady <contactthepuco@puc.state.oh.us>

Sent: Friday, March 15, 2019 12:47 PM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258584 [ref:_00Dt0GzXt._500t0Fn3O4:ref]



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00258584

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068

SERVICE ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

This customer contacted the PUCO for assistance in resolving a billing dispute he has with the company. He believes that he was enrolled by a door-to-door marketer.

1. What was the method of enrollment?

2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms and +conditions of the enrollment.

3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-29-10(F).

Sincerely,

Michael Coady

Public Utilities Commission of Ohio

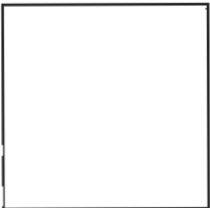
Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:_00Dt0GzXt._500t0Fn3O4:ref



**PALMco Energy OH, LLC /
PALMco Power OH, LLC**

8751 18th Avenue Brooklyn, NY 11214
customerservice@palmcoenergy.com
Website: www.palmcoenergy.com
Phone: (877)726-6862

NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO)

VE18-02.06

CUSTOMER INFORMATION

Customer Name: [REDACTED] Relationship to Account Holder: acct holder
E-mail Address: NA
Please provide us with your e-mail address to authorize us to send notices about your account. Providing your email address will allow you to access your customer portal and activate services. We will not sell, provide or share your e-mail information with third parties.
Service Address: [REDACTED] City: Reynoldsburg State: OH Zip Code: 43068
Billing Address (If Different): [REDACTED] City: Same State: Same Zip Code: Same
Phone Number: [REDACTED] ☒ Mobile ☐ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): 41985479
Account Holder's Name on Electricity Account: [REDACTED]
Electricity Utility Account Number: [REDACTED] Budget Billing: ☐ Yes ☐ No

Fixed Electricity Rate:

Product Term: 13 Months

- ☒ AEP - Columbus Southern (17 Digits) - Initial Rate of \$ 0.05100 / kWh for first 1 month followed by a Fixed Rate of \$ 7.7 / kWh for the remaining 12 months
☐ AEP - Ohio Power (17 Digits) - Initial Rate of \$ 0.05100 / kWh for first 1 month followed by a Fixed Rate of \$ _____ / kWh for the remaining 12 months
☐ DP&L (10 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ _____ / kWh for the remaining 12 months
☐ DUKE (10 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ _____ / kWh for the remaining 12 months
☐ Ohio Edison (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ _____ / kWh for the remaining 12 months
☐ The Illuminating Company (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ _____ / kWh for the remaining 12 months
☐ Toledo Edison (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ _____ / kWh for the remaining 12 months

Account Holder's Name on Natural Gas Account: [REDACTED]

Natural Gas Utility Account Number: [REDACTED] Budget Billing: ☐ Yes ☐ No

Introductory Gas Variable Rate:

Dominion	(Account Number 13 digits)	Per Mcf	Columbia Gas Ohio	<u>36</u>	Per Ccf
Vectren	(Account Number 16 digits)	Per Ccf			

You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

Fixed Gas Rate:

Product Term: 13 Months

- ☐ Duke (10 Digits) - Initial Rate of \$ 0.44500 / therm for first 1 month followed by a Fixed Rate of \$ _____ / kWh for the remaining 12 months

Enrollment Promotion ☐ Let us treat you to Dinner!

ACKNOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL

Please Read Carefully and Initial in the Appropriate Spaces

- The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only: The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decides to cancel the contract. I can access my future variable pricing information at: <https://palmcoenergy.com/ohio/variable-rates>.
- For fixed rate customers only: The representative explained to me that the contract is for a total term of 13 months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- The representative explained my right to cancel.
- The representative left two completed right to cancel notices with me.
- The representative disclosed that no early termination liability fee would apply, if I cancel the contract.

CUSTOMER AUTHORIZATION

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and PALMco's supply service.
- I understand that PALMco does not guarantee savings under this Agreement/Contract.

INITIAL COOLING OFF PERIOD: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOU RECEIVE COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

FURTHER RIGHT(S) OF RESCISSION: Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and

For: PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller)

By: [REDACTED]

By: Alexandro Chamachumbi (0220004)
REPRESENTATIVE'S NAME (PRINT) ID NUMBER

By: [REDACTED]

By: [Signature]
REPRESENTATIVE'S SIGNATURE

Date: 05-03-18
MONTH / DAY / YEAR

OH-E 10136658



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

w: PalmcoEnergy.com
e: CustomerService@PalmcoEnergy.com
toll free: 1 (877) 726 5862

5/7/2018



Reynoldsburg, OH 43068

Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **Columbia Gas**. You will receive a confirmation notice from **Columbia Gas** confirming your selection of PALMco as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number: [REDACTED]

Rate Plan: Introductory Rate of \$0.36900/Ccf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/>.

Cancellation Fees: None.

Budget Billing: Please contact Columbia Gas.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards



OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power" or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance

costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. **Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/> or by calling (877) 726-5862.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

No Early Termination Fee. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. *PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.*

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.

Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. **PALMco Power** will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.

Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcoEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.17-12.19

Environmental Disclosure Information – Quarterly Comparisons

PALMco Power OH, LLC

Projected Data for the 2017 Calendar Year

Actual Data for the Period 01/01/17 to 12/31/17

<p>Generation Resource Mix - A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.</p>	<div><div><p>Projected</p><table><tr><th>Resource</th><th>Percentage</th></tr><tr><td>Nuclear</td><td>37%</td></tr><tr><td>Coal</td><td>33%</td></tr><tr><td>Natural Gas</td><td>25%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Wind</td><td>2.5%</td></tr><tr><td>Hydro</td><td>1.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr></table></div><div><p>Actual</p><table><tr><th>Resource</th><th>Percentage</th></tr><tr><td>Nuclear</td><td>35.5%</td></tr><tr><td>Coal</td><td>33%</td></tr><tr><td>Natural Gas</td><td>27%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Wind</td><td>2.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Other</td><td>0.5%</td></tr></table></div></div>	Resource	Percentage	Nuclear	37%	Coal	33%	Natural Gas	25%	Biomass	0.5%	Wind	2.5%	Hydro	1.5%	Other	0.5%	Resource	Percentage	Nuclear	35.5%	Coal	33%	Natural Gas	27%	Biomass	0.5%	Wind	2.5%	Hydro	1%	Other	0.5%
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PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

w: PalmcoEnergy.com
e: CustomerService@PalmcoEnergy.com
toll free: 1 (877) 726 5862

5/7/2018



Reynoldsburg, OH 43068

Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **electricity** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to AEP. You will receive a confirmation notice from AEP confirming your selection of PALMco as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number: [REDACTED]

Rate Plan: Initial Rate of \$0.05100/kWh for the first month followed by a Fixed Rate of \$0.07700/kWh for the remaining 12 months.

Cancellation Fees: None.

Budget Billing: Available upon request.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards



OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMCO Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power" or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance

costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. **Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/> or by calling (877) 726-5862.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

No Early Termination Fee. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. *PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.*

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.

Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. **PALMco Power** will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.

Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcoEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

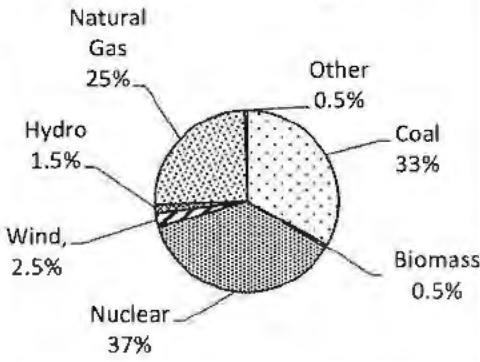
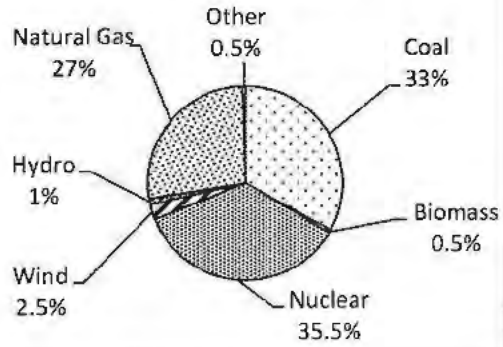
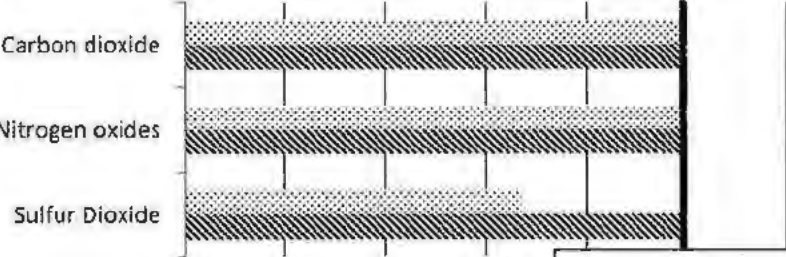
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Environmental Disclosure Information – Quarterly Comparisons

PALMco Power OH, LLC

Projected Data for the 2017 Calendar Year

Actual Data for the Period 01/01/17 to 12/31/17

Generation Resource Mix - A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<div><div><div>Projected</div></div><div><div>Actual</div></div></div>																				
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SOMETHING NEW
IS COMING!



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

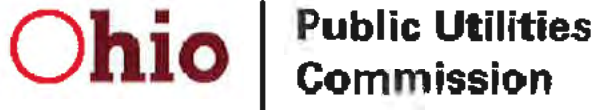
PALMco Energy



PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | PalmcoEnergy.com

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 28, 2019 8:08 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258584 [ref:_00Dt0GzXt_500t0Fn3O4:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00258584
COMPANY: [REDACTED]
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068
SERVICE ADDRESS: [REDACTED], Reynoldsburg, Ohio 43068
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please advise when this customer can expect to receive his refund check.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0Fn3O4:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, March 29, 2019 2:58 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258584 [ref:_00Dt0GzXt._500t0Fn3O4:ref]

Good afternoon,

The credit has not been sent yet, but we expect it to be sent to the customer's utility within the next few days.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 28, 2019 8:08 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258584 [ref:_00Dt0GzXt._500t0Fn3O4:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00258584

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068

SERVICE ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please advise when this customer can expect to receive his refund check.

Sincerely,

Michael Coady

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:_00Dt0GzXt_500t0Fn3O4:ref

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 29, 2019 4:11 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258584 [ref:_00Dt0GzXt_
500t0Fn3O4:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00258584
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068
SERVICE ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please send the refund directly to the customer. Please remember that Columbia Gas has stated that it will not accept payments from the company. Also, this customer happens to be current with his gas bill.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0Fn3O4:ref

Sariah Brinker

From: William Schaaf
Sent: Wednesday, April 03, 2019 11:54 AM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258584 [ref:_00Dt0GzXt._500t0Fn3O4:ref]

Hello Michael,

We are sending a check directly to the customer, and expect the customer to receive it by the end of next week.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

www.IndraEnergy.com

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Wednesday, April 3, 2019 10:23 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258584 [ref:_00Dt0GzXt._500t0Fn3O4:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00258584

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068

SERVICE ADDRESS: [REDACTED] Reynoldsburg, Ohio 43068

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please send the refund directly to the customer. Please remember that Columbia Gas has stated that it will not accept payments from the company. Also, this customer happens to be current with his gas bill.

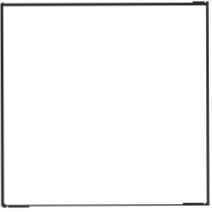
Please advise when the customer should receive his refund.

Sincerely,

Michael Coady

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:_00Dt0GzXt_500t0Fn3O4:ref

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Friday, March 22, 2019 11:54 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260439 [ref:_00Dt0GzXt_500t0GHMSg:ref]



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00260439

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Seven Hills, Ohio 44131

SERVICE ADDRESS: [REDACTED] Seven Hills,
Ohio 44131

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:
[REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Customers rate has skyrocketed and his bill has gone from \$86 to \$238 to \$496 in the past three months since he rate has gone variable. They are an elderly couple on a fixed income and they can not afford this. They have entered into a payment arrangement that strains their entire budget just to keep the service on.

- Please provide enrollment TPV and the contract terms.
- Please process cancellation immediately and provide drop date.
- Please issue credit to adjust the high variable rates the customer was billed.
- Please place customer on your DNC and DNK list.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0GHMSg:ref

Sariah Brinker

From: William Schaaf
Sent: Wednesday, March 27, 2019 2:34 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260439 [ref:_00Dt0GzXt_500t0GHMSg:ref]
Attachments: [REDACTED].TPV.mp3; [REDACTED].Agreement.pdf; [REDACTED].Confirmation Pack-Gas.pdf; [REDACTED].Confirmation Pack-Electric.pdf

Hello Darita and the PUCO,

Regarding Case # 00260439, [REDACTED]

Mr. [REDACTED] enrolled his gas and electric accounts in Indra's variable rate plans on 10/1/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 11/5/18 and 10/23/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month. No ETFs.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

On 3/15/19, Mr. [REDACTED] contacted our Customer Service line and verified a switch to a new fixed rate plan for his gas account. However, we later received an inbound drop on 3/23/19, and the customer's gas utility established an estimated service end date of 4/11/19. The customer's electric account has now been dropped as well, and a service end date will be determined by the customer's electric utility.

In the interest of resolving the customer's concerns with his gas account and to provide the customer with the effect of an expedited return to his utility's standard service, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility. We've included a chart below detailing our calculations for this adjustment, which amounts to \$328.42 for the billing cycle of 2/27/19 – 3/8/19. The customer's upcoming final gas bill was also be adjustment once it is rendered.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/7/2019	3/8/2019	212	\$397.57	\$0.3020	\$64.02	\$5.12	\$69.15	\$328.42

This customer has been added to Indra's DNC and DNK lists. Let us know if we can be of any further assistance.

Thank you.

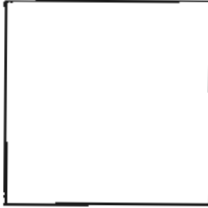
William Schaaf – Asst. Compliance Officer



www.IndraEnergy.com

1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Friday, March 22, 2019 11:54 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260439 [ref:_00Dt0GzXt._500t0GHMSg:ref]



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00260439

COMPANY: [REDACTED]

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Seven Hills, Ohio 44131

SERVICE ADDRESS: [REDACTED] Seven Hills,
Ohio 44131

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:
[REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Customers rate has skyrocketed and his bill has gone from \$86 to \$238 to \$496 in the past three months since he rate has gone variable. They are an elderly couple on a fixed income and they can not afford this. They have entered into a payment arrangement that strains their entire budget just to keep the service on.

- Please provide enrollment TPV and the contract terms.
- Please process cancellation immediately and provide drop date.

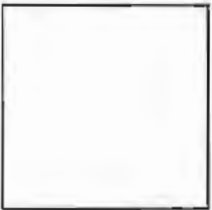
- Please issue credit to adjust the high variable rates the customer was billed.
- Please place customer on your DNC and DNK list.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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DOOR-TO-DOOR ENROLLMENT FORM (OHIO)
CUSTOMER INFORMATION

VE18-10.01

Customer Name: [REDACTED] Relationship to Account Holder: Account Holder
E-mail Address: N/A
Provide your e-mail address to authorize Indra to send notices and communications. Indra does not sell, provide, or share your e-mail information with third parties.
Service Address: [REDACTED] City: Seven Hills State: OH Zip Code: [REDACTED]
Billing Address (If Different): Same City: [REDACTED] State: [REDACTED] Zip Code: 44131
Phone Number: [REDACTED] ☐ Mobile ☒ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): 64305739
Account Holder's Name on Electricity Account: [REDACTED]
Electricity Utility Account Number: [REDACTED]
Budget Billing: ☐ Yes ☒ No Product Code: [REDACTED]

PLEASE CHOOSE ONE OF THE 100% RENEWABLE ENERGY PRODUCT OFFERINGS BELOW

Two phase Fixed Electric Rate
Initial Rate of \$ _____ per kWh for the first month followed by a Fixed Rate of \$ _____ per kWh for the remaining _____ months
Insert Utility Name [REDACTED]
Standard Fixed Electric Rate
Fixed Rate of \$ _____ per kWh for _____ months
Insert Utility Name [REDACTED]
Introductory Electric Variable Rate
Insert Utility Name ILLUMINATING CO Insert Introductory Price 5.2 Per kWh [REDACTED]
Units [REDACTED]
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

Account Holder's Name on Natural Gas Account: [REDACTED]
Natural Gas Utility Account Number: [REDACTED]
Budget Billing: ☐ Yes ☒ No

PLEASE CHOOSE ONE OF THE NATURAL GAS PRICE OFFERINGS BELOW

Two Phase Fixed Gas Rate
Initial Rate of \$ _____ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ _____ per Ccf/Mcf for the remaining _____ months
Insert Utility Name [REDACTED]
Introductory Gas Variable Rate
Insert Utility Name DEO Insert Introductory Price 2.00 Per Ccf (Mcf) [REDACTED]
Units [REDACTED]
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

ACKNOWLEDGEMENT FORM

Please Read Carefully and Initial in the Appropriate Spaces

- The representative stated that he/she was representing Indra and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for Indra to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only:** The representative explained that the contract is for one month and will continue on a month-to-month basis until either Indra or I decide to cancel the contract. I can access my future variable pricing information at: <https://indraenergy.com/ohio/ohio-variable-rates>.
- For fixed rate customers only:** The representative explained to me that the contract is for a total term of _____ months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- The representative explained my right to cancel.
- The representative left two completed right to cancel notices with me.
- The representative disclosed that no early termination liability fee would apply, if I cancel the contract.

CUSTOMER AUTHORIZATION

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
 - I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and Indra's supply service.
 - I understand that Indra does not guarantee savings under this Agreement/Contract.
- INITIAL COOLING OFF PERIOD:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOU RECEIVE COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
- FURTHER RIGHT(S) OF RESCISSION:** Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.
- By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.

For: INDRA ENERGY (SELLER) By: [REDACTED]
By: [Signature] (REPRESENTATIVE'S NAME (PRINT)) ID NUMBER 010921 By: [REDACTED]
By: [Signature] (REPRESENTATIVE'S SIGNATURE) Date: 08/01/2018 MONTH / DAY / YEAR

OH-E 40000843



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

w: IndraEnergy.com
e: CustomerCare@IndraEnergy.com
toll free: 1 (888) 50-INDRA
1 (888) 504 6372

10/3/2018



Seven Hills, OH 44131

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to **1-2 billing cycles**. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number



Rate Plan: Introductory Rate of \$2.60000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

Cancellation Fees: None.

Budget Billing: Please contact Dominion East Ohio.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndraEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: **(A)** Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. **(B)** You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). **(C)** Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. **(D)** Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. **(E)** Indra does not guarantee savings or promise rates lower than your utility (ies). **(F)** Your incumbent natural gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement. **(H)** You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-10.01

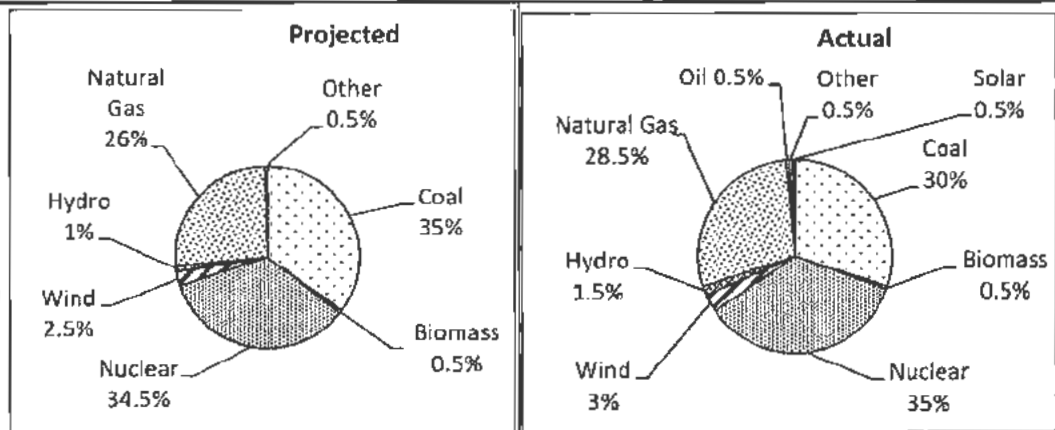
Environmental Disclosure Information – Quarterly Comparisons

Indra Energy

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 6/30/18

Generation Resource Mix -
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



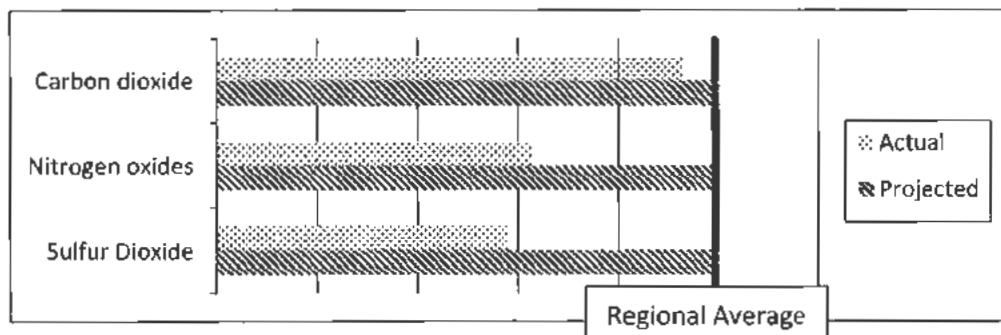
Environmental Characteristics--

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

Air Emissions --

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste --

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft ³ /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

w: IndraEnergy.com
e: CustomerCare@IndraEnergy.com
toll free: 1 (888) 50-INDRA
1 (888) 504 6372

10/3/2018

[REDACTED]
Seven Hills, OH 44131

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **electricity** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Cleveland Illuminating**. You will receive a confirmation notice from **Cleveland Illuminating** confirming your selection of Indra Energy as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number: [REDACTED]

Rate Plan: Introductory Rate of \$0.05200/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

Cancellation Fees: None.

Budget Billing: Available upon request.

Renewable Energy Product Information: One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndraEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

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APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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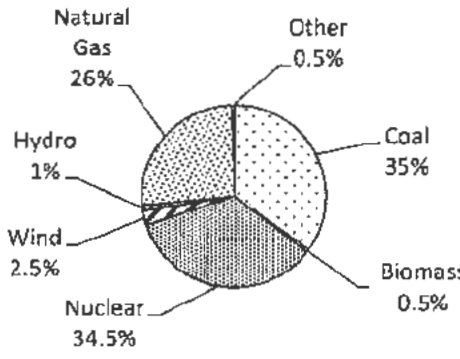
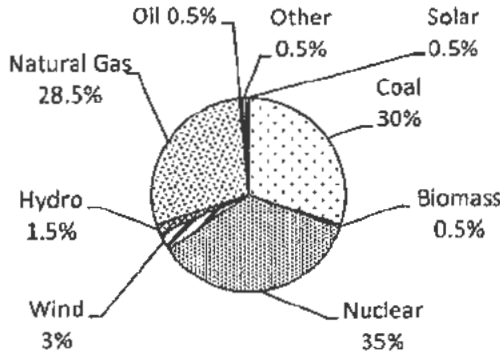
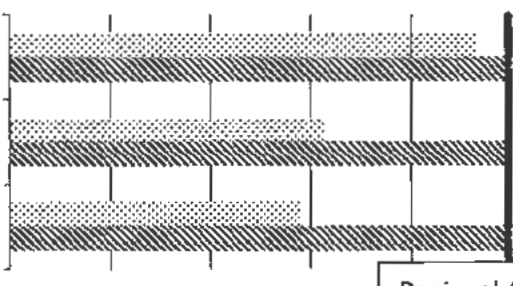
V.E.18-10.01

Environmental Disclosure Information – Quarterly Comparisons

Indra Energy

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 6/30/18

Generation Resource Mix - A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<div><div><p>Projected</p></div><div><p>Actual</p></div></div>																					
Environmental Characteristics-- A description of the characteristics associated with each possible generation resource.	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts	
Biomass Power	Air Emissions and Solid Waste																					
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Wind Power	Wildlife Impacts																					
Air Emissions – Product-specific projected and actual air emissions for this period compared to the regional average air emissions.	<div><div><p>Carbon dioxide</p><p>Nitrogen oxides</p><p>Sulfur Dioxide</p></div><div><div><div>▨ Actual</div><div>▨ Projected</div></div></div><div>Regional Average</div></div>																					
Radioactive Waste – Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft ³ /1,000 kWh											
Type:	Quantity:																					
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh																				
Low-Level Radioactive Waste	Unknown	Ft ³ /1,000 kWh																				
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.																						

Sariah Brinker

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, April 02, 2019 3:09 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260439 [ref:_00Dt0GzXt_500t0GHMSg:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00260439
COMPANY: [REDACTED]
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Seven Hills, Ohio 44131
SERVICE ADDRESS: [REDACTED], Seven Hills, Ohio 44131
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Thank you. Please provide resolution/credit for the electric account.

Sincerely,

Darita Patterson
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0GHMSg:ref

Sariah Brinker

From: William Schaaf
Sent: Wednesday, April 03, 2019 12:21 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260439 [ref:_00Dt0GzXt._500t0GHMSg:ref]

Hello Darita,

We are also rerating the customer's most recent electric bill to the rate we have on file for the customer's electric utility. We've included a chart below detailing our calculations for this adjustment, which amounts to \$62.89 for the billing cycle of 2/22/19 – 3/22/19. The customer's upcoming final electric is also set to be billed at the rate we have on file for the electric utility. This will provide the customer with financial effect of an expedited return to his utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/22/2019	3/22/2019	519	\$91.69	\$0.0555	\$28.80	\$62.89

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

www.IndraEnergy.com

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, April 2, 2019 3:09 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260439 [ref:_00Dt0GzXt._500t0GHMSg:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00260439

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Seven Hills, Ohio 44131

SERVICE ADDRESS: [REDACTED] Seven Hills, Ohio
44131

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

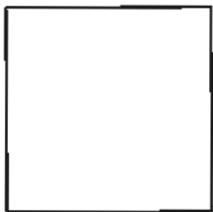
Thank you. Please provide resolution/credit for the electric account.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0GHMSg:ref

From: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Monday, March 25, 2019 11:02 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260440 [ref:_00Dt0GzXt_500t0GHMTU:ref]



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00260440
COMPANY: [REDACTED]
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Barberton, Ohio 44203
SERVICE ADDRESS: [REDACTED] Tallmadge, Ohio 44278
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer states signing up for service in 12/18 at \$2.40-2.60 per mcf and then the rate increased to \$13 per mcf on the current bill. The customer cancelled the contract in march 2019 and states not signing up for a two month contract. The customer has a \$400-500 bill due 4/4/19 to Dominion.

Provide a copy of the sales call, tpv and welcome letter with terms and conditions of the contract. When did the contract start and end? When will the contract effectively end? Work to rerate the customer to the introductory rate or the ldc's sco rate.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0GHMTU:ref

Orpheus Crague

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 7, 2019 2:58 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt_500t0FNlxB:ref]



**Public Utilities
Commission**

**Initial Submission of a Consumer Complaint
Provider of Electric
Please Respond Within 3 Business Days**

CASE ID: 00257350

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIG: Palmco Power OH LLC
[REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue.

She states that she did not authorize a switch.

She states the company billed her \$323.89.

She contacted the company and was told that there was no record of an account for her.

Please reply to the following questions:

1. Has the customer contacted the company regarding this issue? If so, what was the company's response?
2. Has the company billed the customer for \$323.89? If so, why?
3. When and how was the customer solicited or marketed?
4. When and how was the customer enrolled?

5. Was a TPV completed for this customer?
6. What rate did the customer agree to? Was it fixed or variable? If fixed, what was the term length?
7. Is an adjustment in process for this customer? If no, why not?
8. If an adjustment is in process will it be a refund or an adjustment to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call
3. Copy of the Welcome Letter with Terms and Conditions
4. Copy of the TPV
5. Copy of the IP and email address if applicable.
6. Copy of the signed enrollment agreement
7. Copy of the renewal letter

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FNlxB:ref

William Schaaf

From: William Schaaf
Sent: Thursday, March 14, 2019 7:59 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt_500t0FNlxB:ref]
Attachments: [REDACTED]

Hello Shanequa and the PUCO,

Regarding Case # 00257350 & 00257354, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's service on 9/13/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. We've also attached a copy of the postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 10/19/18 and 10/30/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month.

Electric Plan: Variable. This included a two-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month.

On 1/7/19, Ms. [REDACTED] contacted our Customer Service line and requested the cancellation of her electric account. An outbound drop was submitted, and the customer's electric account stopped receiving Indra's supply on 1/31/19. No termination fees were issued for cancellation.

Ms. [REDACTED] contacted our Customer Service line again on 1/29/19 and requested the cancellation of her gas account. An outbound drop was submitted, and the customer's gas account stopped receiving our supply on 2/21/19. No termination fees were issued for cancellation.

The TPV for this enrollment was conducted by [REDACTED] and the customer was billed according to the variable terms of her enrollment with Palmco/Indra. Both accounts have already since stopped receiving our variable rate supply. The customer raised concerns over her final gas bill, and we'd be willing to rerate that bill if it would help resolve the customer's concerns (typically, we would send that to the gas utility as an adjustment to the customer's account). Otherwise, we will wait for you to finish reviewing the customer's complaint and advise us how you'd like us to proceed.

Please feel free to reach out to confirm. Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Thursday, March 7, 2019 2:58 PM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]



**Initial Submission of a Consumer Complaint
Provider of Electric
Please Respond Within 3 Business Days**

CASE ID: 00257350

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIG: Palmco Power OH LLC
[REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue.

She states that she did not authorize a switch.

She states the company billed her \$323.89.

She contacted the company and was told that there was no record of an account for her.

Please reply to the following questions:

1. Has the customer contacted the company regarding this issue? If so, what was the company's response?
2. Has the company billed the customer for \$323.89? If so, why?
3. When and how was the customer solicited or marketed?
4. When and how was the customer enrolled?

5. Was a TPV completed for this customer?
6. What rate did the customer agree to? Was it fixed or variable? If fixed, what was the term length?
7. Is an adjustment in process for this customer? If no, why not?
8. If an adjustment is in process will it be a refund or an adjustment to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call
3. Copy of the Welcome Letter with Terms and Conditions
4. Copy of the TPV
5. Copy of the IP and email address if applicable.
6. Copy of the signed enrollment agreement
7. Copy of the renewal letter

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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ref:_00Dt0GzXt_500t0FNlxB:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 8, 2019 9:35 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref_00Dt0GzXt_500t0FNJ4M:ref]



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00257354

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIQ: Palmco Energy OH LLC
[REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Good Morning,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue. She states that she did not authorize a switch. She contacted the company and was told that there was no record of an account for her. Please reply to the following questions:

1. Has the customer contacted the company regarding this issue? If so, what was the company's response?
2. When and how was the customer solicited or marketed?
3. When and how was the customer enrolled?
4. Was a TPV completed for this customer?
5. What rate did the customer agree to? Was it fixed or variable? If fixed, what was the term length?
6. Is an adjustment in process for this customer? If no, why not?


7. If an adjustment is in process will it be a refund or an adjustment to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call
3. Copy of the Welcome Letter with Terms and Conditions
4. Copy of the TPV
5. Copy of the IP and email address if applicable.
6. Copy of the signed enrollment agreement
7. Copy of the renewal letter

Any additional information that the company can provide would be greatly appreciated.

Sincerely,
Shanequa Jones
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov



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ref:_00Dt0GzXt._500t0FNJ4M:ref

William Schaaf

From: William Schaaf
Sent: Thursday, March 14, 2019 7:59 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref:_00Dt0GzXt_500t0FNJ4M:ref]
Attachments: [REDACTED]

Hello Shanequa and the PUCO,

Regarding Case # 00257350 & 00257354, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's service on 9/13/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. We've also attached a copy of the postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 10/19/18 and 10/30/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month.

Electric Plan: Variable. This included a two-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month.

On 1/7/19, Ms. [REDACTED] contacted our Customer Service line and requested the cancellation of her electric account. An outbound drop was submitted, and the customer's electric account stopped receiving Indra's supply on 1/31/19. No termination fees were issued for cancellation.

Ms. [REDACTED] contacted our Customer Service line again on 1/29/19 and requested the cancellation of her gas account. An outbound drop was submitted, and the customer's gas account stopped receiving our supply on 2/21/19. No termination fees were issued for cancellation.

The TPV for this enrollment was conducted by [REDACTED] and the customer was billed according to the variable terms of her enrollment with Palmco/Indra. Both accounts have already since stopped receiving our variable rate supply. The customer raised concerns over her final gas bill, and we'd be willing to rerate that bill if it would help resolve the customer's concerns (typically, we would send that to the gas utility as an adjustment to the customer's account). Otherwise, we will wait for you to finish reviewing the customer's complaint and advise us how you'd like us to proceed.

Please feel free to reach out to confirm. Thank you.

William Schaaf – Asst. Compliance Officer



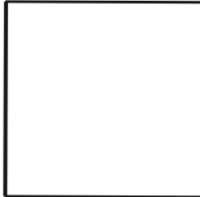
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Friday, March 8, 2019 9:35 AM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref:_00Dt0GzXt._500t0FNJ4M:ref]



**Initial Submission of a Consumer Complaint
Marketer of Natural Gas
Please Respond Within 3 Business Days**

CASE ID: 00257354

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIG: Palmco Energy OH LLC
[REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Good Morning,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue. She states that she did not authorize a switch. She contacted the company and was told that there was no record of an account for her. Please reply to the following questions:

1. Has the customer contacted the company regarding this issue? If so, what was the company's response?
2. When and how was the customer solicited or marketed?
3. When and how was the customer enrolled?
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5. What rate did the customer agree to? Was it fixed or variable? If fixed, what was the term length?
6. Is an adjustment in process for this customer? If no, why not?

7. If and adjustment is in process will it be a refund or an adjustment to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call
3. Copy of the Welcome Letter with Terms and Conditions
4. Copy of the TPV
5. Copy of the IP and email address if applicable.
6. Copy of the signed enrollment agreement
7. Copy of the renewal letter

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

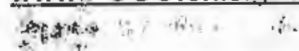
Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

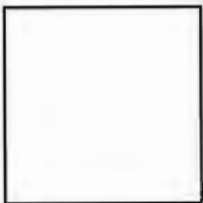
Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov



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ref:_00Dt0GzXt._500t0FNJ4M:ref

Sariah Brinker

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 15, 2019 12:08 PM
To: William Schaaf
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt_500t0FNixB:ref]

Good Morning,

Thanks for the prompt response.

In light of there not being a signed agreement, Will the company re- rate the customer for both the electric and gas back to the date following the introductory rates?

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/14/2019 7:58 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt_500t0FNixB:ref]

Hello Shanequa and the PUCO,

Regarding Case # 00257350 & 00257354, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's service on 9/13/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the

confirmation packages sent to the customer detailing the terms of service. We've also attached a copy of the postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 10/19/18 and 10/30/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month.

Electric Plan: Variable. This included a two-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month.

On 1/7/19, Ms. [REDACTED] contacted our Customer Service line and requested the cancellation of her electric account. An outbound drop was submitted, and the customer's electric account stopped receiving Indra's supply on 1/31/19. No termination fees were issued for cancellation.

Ms. [REDACTED] contacted our Customer Service line again on 1/29/19 and requested the cancellation of her gas account. An outbound drop was submitted, and the customer's gas account stopped receiving our supply on 2/21/19. No termination fees were issued for cancellation.

The TPV for this enrollment was conducted by [REDACTED] and the customer was billed according to the variable terms of her enrollment with Palmco/Indra. Both accounts have already since stopped receiving our variable rate supply. The customer raised concerns over her final gas bill, and we'd be willing to rerate that bill if it would help resolve the customer's concerns (typically, we would send that to the gas utility as an adjustment to the customer's account). Otherwise, we will wait for you to finish reviewing the customer's complaint and advise us how you'd like us to proceed.

Please feel free to reach out to confirm. Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Thursday, March 7, 2019 2:58 PM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref: _00Dt0GzXt._500t0FNIXB:ref]



Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00257350

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIQ: Palmco Power OH LLC



Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue. She states that she did not authorize a switch. She states the company billed her \$323.89. She contacted the company and was told that there was no record of an account for her.

Please reply to the following questions:

1. Has the customer contacted the company regarding this issue? If so, what was the company's response?
2. Has the company billed the customer for \$323.89? If so, why?
3. When and how was the customer solicited or marketed?
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6. What rate did the customer agree to? Was it fixed or variable? If fixed, what was the term length?
7. Is an adjustment in process for this customer? If no, why not?
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Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call
3. Copy of the Welcome Letter with Terms and Conditions
4. Copy of the TPV
5. Copy of the IP and email address if applicable.
6. Copy of the signed enrollment agreement
7. Copy of the renewal letter

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

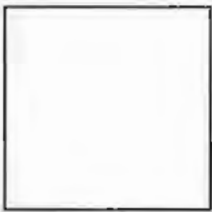
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FNlxB:ref

Sariah Brinker

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, March 25, 2019 12:59 PM
To: William Schaaf
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

Good Afternoon,

I spoke with the customer and she states that the company advised her that the adjustment would not be applied until 3 bill cycles.

I previously was advised by the Company of a different timeline.

Please advise.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/15/2019 5:15 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

Hello Shanequa,

These adjustments will be sent to the customer's gas and electric utilities in order be applied to the accounts. We expect the utilities to receive these adjustments within 10 days.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Friday, March 15, 2019 4:19 PM

To: William Schaaf <wschaaf@indraenergy.com>

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNixB:ref]

Good Afternoon,

Thanks for the prompt response-

Do you know the timeline before the adjustment will appear on the customer's bill?

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]

Sent: 3/15/2019 12:49 PM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

Hello Shanequa,

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Electric

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/28/2018	1/31/2019	1362	\$329.15	\$0.0544	\$74.09	\$255.06

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/23/2019	2/21/2019	113	\$210.44	\$0.3020	\$34.13	\$2.47	\$36.60	\$173.84
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William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 15, 2019 12:08 PM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

Good Morning,

Thanks for the prompt response.

In light of there not being a signed agreement, Will the company re- rate the customer for both the electric and gas back to the date following the introductory rates?

Sincerely,

Shanequa Jones
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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www.PUCO.ohio.gov

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From: William Schaaf [wschaaf@indraenergy.com]
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To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

Hello Shanequa and the PUCO,

Regarding Case # 00257350 & 00257354 [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's service on 9/13/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. We've also attached a copy of the postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 10/19/18 and 10/30/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month.

Electric Plan: Variable. This included a two-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month.

On 1/7/19, Ms. [REDACTED] contacted our Customer Service line and requested the cancellation of her electric account. An outbound drop was submitted, and the customer's electric account stopped receiving Indra's supply on 1/31/19. No termination fees were issued for cancellation.

Ms. [REDACTED] contacted our Customer Service line again on 1/29/19 and requested the cancellation of her gas account. An outbound drop was submitted, and the customer's gas account stopped receiving our supply on 2/21/19. No termination fees were issued for cancellation.

The TPV for this enrollment was conducted by [REDACTED] and the customer was billed according to the variable terms of her enrollment with Palmco/Indra. Both accounts have already since stopped receiving our variable rate supply. The customer raised concerns over her final gas bill, and we'd be willing to rerate that bill if it would help resolve the customer's concerns (typically, we would send that to the gas utility as an adjustment to the customer's account). Otherwise, we will wait for you to finish reviewing the customer's complaint and advise us how you'd like us to proceed.

Please feel free to reach out to confirm. Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

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Sent: Thursday, March 7, 2019 2:58 PM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt_500t0FNlxB:ref]



Initial Submission of a Consumer Complaint

Provider of Electric

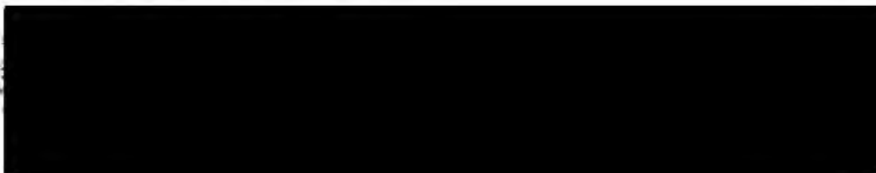
Please Respond Within 3 Business Days

CASE ID: 00257350

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIQ: Palmco Power OH LLC



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DESCRIPTION OF ISSUE:

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Please reply to the following questions:

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Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

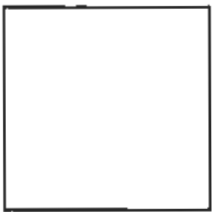
Service Monitoring and Enforcement Department

Customer Service Investigator

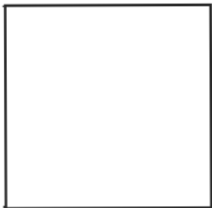
(800) 686-PUCO (7826)

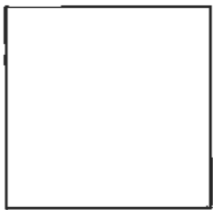
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ref:_00Dt0GzXt_500t0FNixB:ref





Sariah Brinker

From: William Schaaf
Sent: Friday, March 29, 2019 3:15 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNixB:ref]

Good afternoon,

Sorry for the delayed response. We expect the adjustments to be sent to the customer's gas and electric utilities early next week.

William Schaaf -- Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 29, 2019 2:27 PM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNixB:ref]

Good Afternoon,

Are there any updates on when the customer's adjustment will be applied?

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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----- Original Message -----

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]

Sent: 3/25/2019 12:59 PM

To: wschaaf@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

Good Afternoon,

I spoke with the customer and she states that the company advised her that the adjustment would not be applied until 3 bill cycles.

I previously was advised by the Company of a different timeline.

Please advise.

Sincerely,

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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Cc: compliance@indraenergy.com

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Hello Shanequa,

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William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

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Good Afternoon,

Thanks for the prompt response-

Do you know the timeline before the adjustment will appear on the customer's bill?

Sincerely,

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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From: William Schaaf [wschaaf@indraenergy.com]

Sent: 3/15/2019 12:49 PM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

Hello Shanequa,

We will honor your request here and rerate the customer's gas and electric variable bills to the rates we have on file for the customer's gas and electric utilities. I've provided charts below detailing these adjustments. Let us know if you need anything further. Thanks.

Electric

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/28/2018	1/31/2019	1362	\$329.15	\$0.0544	\$74.09	\$255.06

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/23/2019	2/21/2019	113	\$210.44	\$0.3020	\$34.13	\$2.47	\$36.60	\$173.84
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Good Morning,

Thanks for the prompt response.

In light of there not being a signed agreement, Will the company re- rate the customer for both the electric and gas back to the date following the introductory rates?

Sincerely,

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

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Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FN1xB:ref]

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1515 Market Street, Suite 1200

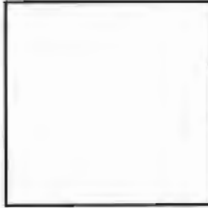
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Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00257350

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIQ: Palmco Power OH LLC

[REDACTED]

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Public Utilities Commission of Ohio

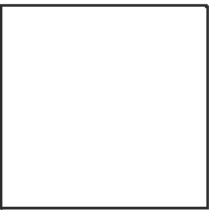
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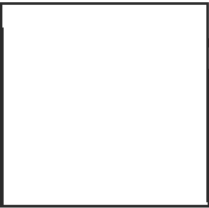
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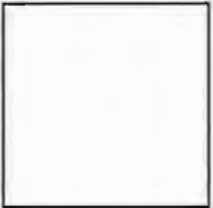
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Sariah Brinker

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Cc: Indra Energy Compliance
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Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
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Cc: compliance@indraenergy.com

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Hello Shanequa and the PUCO,

Regarding Case # 00257350 & 00257354, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's service on 9/13/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. We've also attached a copy of the postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 10/19/18 and 10/30/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month.

Electric Plan: Variable. This included a two-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month.

On 1/7/19, Ms. [REDACTED] contacted our Customer Service line and requested the cancellation of her electric account. An outbound drop was submitted, and the customer's electric account stopped receiving Indra's supply on 1/31/19. No termination fees were issued for cancellation.

Ms. [REDACTED] contacted our Customer Service line again on 1/29/19 and requested the cancellation of her gas account. An outbound drop was submitted, and the customer's gas account stopped receiving our supply on 2/21/19. No termination fees were issued for cancellation.

The TPV for this enrollment was conducted by [REDACTED] and the customer was billed according to the variable terms of her enrollment with Palmco/Indra. Both accounts have already since stopped receiving our variable rate supply. The customer raised concerns over her final gas bill, and we'd be willing to rerate that bill if it would help resolve the customer's concerns (typically, we would send that to the gas utility as an adjustment to the customer's account). Otherwise, we will wait for you to finish reviewing the customer's complaint and advise us how you'd like us to proceed.

Please feel free to reach out to confirm. Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

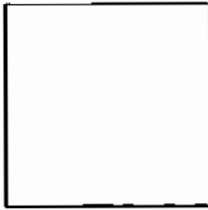
www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Thursday, March 7, 2019 2:58 PM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref: _00Dt0GzXt._500t0FNlxB:ref]



Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00257350

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIQ: Palmco Power OH LLC



Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue. She states that she did not authorize a switch. She states the company billed her \$323.89. She contacted the company and was told that there was no record of an account for her.

Please reply to the following questions:

1. Has the customer contacted the company regarding this issue? If so, what was the company's response?
2. Has the company billed the customer for \$323.89? If so, why?
3. When and how was the customer solicited or marketed?
4. When and how was the customer enrolled?
5. Was a TPV completed for this customer?
6. What rate did the customer agree to? Was it fixed or variable? If fixed, what was the term length?
7. Is an adjustment in process for this customer? If no, why not?
8. If an adjustment is in process will it be a refund or an adjustment to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call
3. Copy of the Welcome Letter with Terms and Conditions
4. Copy of the TPV
5. Copy of the IP and email address if applicable.
6. Copy of the signed enrollment agreement
7. Copy of the renewal letter

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

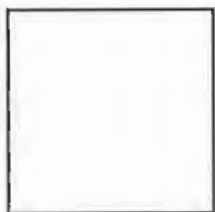
Service Monitoring and Enforcement Department

Customer Service Investigator

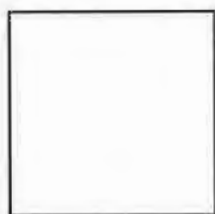
(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:_00Dt0GzXt._500t0FNlxB:ref



Sariah Brinker

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 15, 2019 4:19 PM
To: William Schaaf
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt_500t0FNlxB:ref]

Good Afternoon,

Thanks for the prompt response-

Do you know the timeline before the adjustment will appear on the customer's bill?

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/15/2019 12:49 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt. 500t0FNlxB:ref]

Hello Shanequa,

We will honor your request here and rerate the customer's gas and electric variable bills to the rates we have on file for the customer's gas and electric utilities. I've provided charts below detailing these adjustments. Let us know if you need anything further. Thanks.

Electric

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/28/2018	1/31/2019	1362	\$329.15	\$0.0544	\$74.09	\$255.06

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/23/2019	2/21/2019	113	\$210.44	\$0.3020	\$34.13	\$2.47	\$36.60	\$173.84
12/20/2018	1/23/2019	114	\$97.58	\$0.3712	\$42.32	\$3.07	\$45.39	\$52.19
								\$226.03

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Friday, March 15, 2019 12:08 PM

To: William Schaaf <wschaaf@indraenergy.com>

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FN1xB:ref]

Good Morning,

Thanks for the prompt response.

In light of there not being a signed agreement, Will the company re- rate the customer for both the electric and

gas back to the date following the introductory rates?

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]

Sent: 3/14/2019 7:58 AM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt_500t0FNlxB:ref]

Hello Shanequa and the PUCO,

Regarding Case # 00257350 & 00257354, [REDACTED]

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William Schaaf – Asst. Compliance Officer



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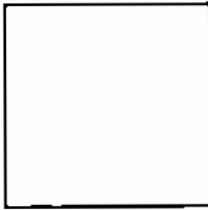
www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Thursday, March 7, 2019 2:58 PM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref: _00Dt0GzXt._500t0FNlxB:ref]



Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00257350

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIQ: Palmco Power OH LLC
[REDACTED]

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DESCRIPTION OF ISSUE:

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue. She states that she did not authorize a switch. She states the company billed her \$323.89. She contacted the company and was told that there was no record of an account for her.

Please reply to the following questions:

1. Has the customer contacted the company regarding this issue? If so, what was the company's response?
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4. Copy of the TPV
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6. Copy of the signed enrollment agreement
7. Copy of the renewal letter

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

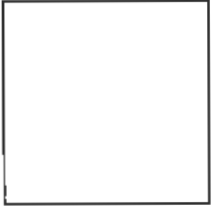
Service Monitoring and Enforcement Department

Customer Service Investigator

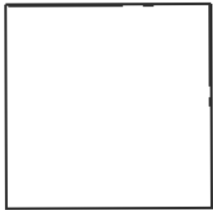
(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FNlxB:ref



Sariah Brinker

From: William Schaaf
Sent: Friday, March 15, 2019 5:16 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt_500t0FNiXB:ref]

Hello Shanequa,

These adjustments will be sent to the customer's gas and electric utilities in order be applied to the accounts. We expect the utilities to receive these adjustments within 10 days.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 15, 2019 4:19 PM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt_500t0FNiXB:ref]

Good Afternoon,

Thanks for the prompt response-

Do you know the timeline before the adjustment will appear on the customer's bill?

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]

Sent: 3/15/2019 12:49 PM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

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Electric

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
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Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
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F: 718.851.2427

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Sent: Friday, March 15, 2019 12:08 PM

To: William Schaaf <wschaaf@indraenergy.com>

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

Good Morning,

Thanks for the prompt response.

In light of there not being a signed agreement, Will the company re- rate the customer for both the electric and gas back to the date following the introductory rates?

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]

Sent: 3/14/2019 7:58 AM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]

Hello Shanequa and the PUCO,

Regarding Case # 00257350 & 00257354, [REDACTED]

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William Schaaf – Asst. Compliance Officer



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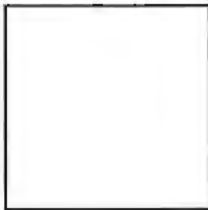
www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Thursday, March 7, 2019 2:58 PM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257350 [ref:_00Dt0GzXt._500t0FNlxB:ref]



Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00257350

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIQ: Palmco Power OH LLC



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DESCRIPTION OF ISSUE:

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Please reply to the following questions:

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Public Utilities Commission of Ohio

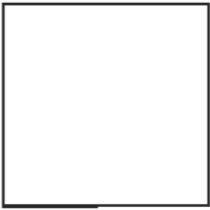
Service Monitoring and Enforcement Department

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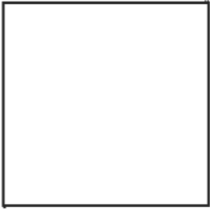
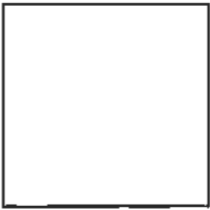
(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FNlxB:ref



Sariah Brinker

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 15, 2019 11:44 AM
To: William Schaaf
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref:_00Dt0GzXt_500t0FNJ4M:ref]

Good Morning,

Thanks for the prompt response

In light of there not being a signed agreement, Will the company re- rate the customer for both the electric and gas back to the date following the introductory rates?

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/14/2019 7:58 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref: 00Dt0GzXt_500t0FNJ4M:ref]

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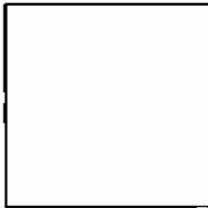
www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Friday, March 8, 2019 9:35 AM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref:_00Dt0GzXt,_500t0FNJ4M:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00257354

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIQ: Palmco Energy OH LLC



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DESCRIPTION OF ISSUE:

Good Morning,

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1. Has the customer contacted the company regarding this issue? If so, what was the company's response?
2. When and how was the customer solicited or marketed?
3. When and how was the customer enrolled?
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Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call
3. Copy of the Welcome Letter with Terms and Conditions
4. Copy of the TPV
5. Copy of the IP and email address if applicable.
6. Copy of the signed enrollment agreement
7. Copy of the renewal letter

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

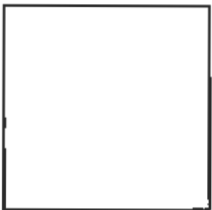
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:_00Dt0GzXt,_500t0FNJ4M:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, March 15, 2019 12:49 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref:_00Dt0GzXt_500t0FNJ4M:ref]

Hello Shanequa,

We will honor your request here and rerate the customer's gas and electric variable bills to the rates we have on file for the customer's gas and electric utilities. I've provided charts below detailing these adjustments. Let us know if you need anything further. Thanks.

Electric

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/28/2018	1/31/2019	1362	\$329.15	\$0.0544	\$74.09	\$255.06

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/23/2019	2/21/2019	113	\$210.44	\$0.3020	\$34.13	\$2.47	\$36.60	\$173.84
12/20/2018	1/23/2019	114	\$97.58	\$0.3712	\$42.32	\$3.07	\$45.39	\$52.19
								\$226.03

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 15, 2019 11:44 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref:_00Dt0GzXt_500t0FNJ4M:ref]

Good Morning,

Thanks for the prompt response

In light of there not being a signed agreement, Will the company re- rate the customer for both the electric and gas back to the date following the introductory rates?

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/14/2019 7:58 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref:_00Dt0GzXt._500t0FNJ4M:ref]

Hello Shanequa and the PUCO,

Regarding Case # 00257350 & 00257354, [REDACTED]

Ms [REDACTED] enrolled her gas and electric accounts in Palmco's service on 9/13/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. We've also attached a copy of the postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 10/19/18 and 10/30/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month.

Electric Plan: Variable. This included a two-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month.

On 1/7/19, Ms. [REDACTED] contacted our Customer Service line and requested the cancellation of her electric account. An outbound drop was submitted, and the customer's electric account stopped receiving Indra's supply on 1/31/19. No termination fees were issued for cancellation.

Ms. [REDACTED] contacted our Customer Service line again on 1/29/19 and requested the cancellation of her gas account. An outbound drop was submitted, and the customer's gas account stopped receiving our supply on 2/21/19. No termination fees were issued for cancellation.

The TPV for this enrollment was conducted by [REDACTED] and the customer was billed according to the variable terms of her enrollment with Palmco/Indra. Both accounts have already since stopped receiving our variable rate supply. The customer raised concerns over her final gas bill, and we'd be willing to rerate that bill if it would help resolve the customer's concerns (typically, we would send that to the gas utility as an adjustment to the customer's account). Otherwise, we will wait for you to finish reviewing the customer's complaint and advise us how you'd like us to proceed.

Please feel free to reach out to confirm. Thank you.

William Schaaf – Asst. Compliance Officer



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Philadelphia, PA 19102

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F: 718.851.2427

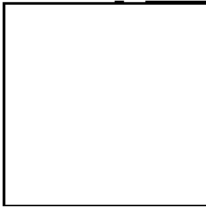
www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Friday, March 8, 2019 9:35 AM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257354 [ref:_00Dt0GzXt_500t0FNJ4M:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

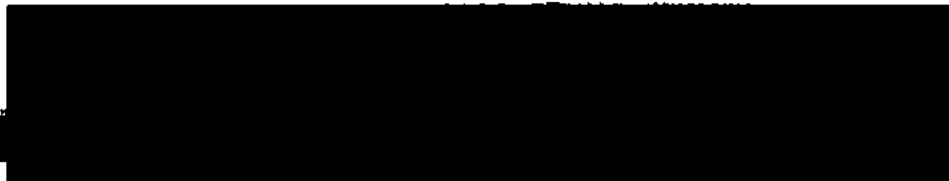
Please Respond Within 3 Business Days

CASE ID: 00257354

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Ravenna, Ohio 44266

AIQ: Palmco Energy OH LLC



Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Good Morning,

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Public Utilities Commission of Ohio

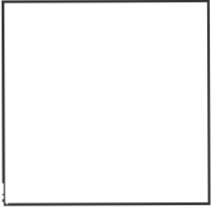
Service Monitoring and Enforcement Department

Customer Service Investigator

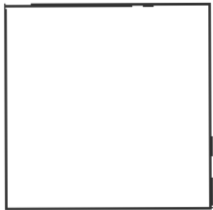
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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/10/2019 12:18:13 PM

in

Case No(s). 19-0957-GE-COI

Summary: Exhibit Ex. 7 Part 11 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.