Orpheus Craigue

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 26, 2019 4:52 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255466
CUSTOMER: [redacted]
ADDRESS: [redacted] Painesville, Ohio 44077
SERVICE ADDRESS: [redacted], Painesville, Ohio 44077
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:

This customer contacted our office about her rate charged by Palmco. The customer stated that recently she has paid as much as $7.98 and $17.36 per MCF for gas service.
Please investigate this matter. When did this customer sign-up with Palmco? What was the rate? Did the account renew at any time? If so, when was the renewal notice sent? When did the account start to bill at a variable rate? How is the variable rate calculated? Can we look at re-rating this customer? Please forward a copy of the contract and any other materials sent out to the customer.

Sincerely,

Tara 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._500t0FMRfY:ref

William Schaaf

From: William Schaaf
Sent: Monday, March 4, 2019 4:51 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]
Attachments: [redacted]TPV.MP3; [redacted]Agreement.pdf; [redacted]Confirmation Pack-Gas.pdf; [redacted]Confirmation Pack-Electric.pdf

Hello Tara and the PUCO,

Regarding Case # 00255466, [redacted]

Ms. [redacted] enrolled her gas and electric accounts in Palmco's service on 8/31/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. The customer's gas and electric accounts began receiving our supply on 9/21/18 and 10/11/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of $2.60 per Mcf, after which rate would vary month-to-month.
Electric Plan: 17-Month Two-Phase Fixed Plan, including 5.4 cents per kWh for the initial month, followed by 8.2 cents for the remaining 16 months.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change.

On 2/26/19, Ms. [redacted] contacted our Customer Service line and requested to cancel her gas service with Indra. As a result, an outbound drop transaction was processed, and the customer's gas utility (DEO) determined an estimated service end date of 3/28/19. No termination fees were issued for cancellation. The customer did not request to cancel her electric account at this time, and is currently set to continue receiving our supply according to the terms of her fixed contract.

At the time of enrollment, Ms. [redacted] greed to enroll her gas account in a variable rate product, and her electric account in a two-phase fixed rate product. In the interest of ensuring customer satisfaction, we are planning to rerate the customer's most recent gas bill to the rate we have on file for her gas utility ($3.02 per Mcf), which results in an adjustment of $291.61 for the billing cycle of 1/24/19 – 2/22/19. We've included a chart below detailing our calculations for this adjustment. We will also flag the customer's account to have her upcoming final bill(s) adjusted accordingly. This will provide the customer with the financial effect of expediting her return to her gas utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/24/2019	2/22/2019	190	$353.01	$3.02/Mcf	$57.38	$4.02	$61.40	**$291.61**

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

William Schaaf – Lead Compliance Investigator

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

www.IndraEnergy.com

From: Tara Jones [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, February 26, 2019 4:52 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]

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

CASE ID: 00255466
CUSTOMER: [redacted]
ADDRESS: [redacted] Painesville, Ohio 44077
SERVICE ADDRESS: [redacted], Painesville, Ohio 44077
AIQ: Palmco Energy OH LLC [redacted]
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:

This customer contacted our office about her rate charged by Palmco. The customer stated that recently she has paid as much as $7.98 and $17.36 per MCF for gas service.
Please investigate this matter. When did this customer sign-up with Palmco? What was the rate? Did the account renew at any time? If so, when was the renewal notice sent? When did the account start to bill at a variable rate? How is the variable rate calculated? Can we look at re-rating this customer? Please forward a copy of the contract and any other materials sent out to the customer.

Sincerely,

Tara Jones
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
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ref:_00Dt0GzXt._500t0FMRfY:ref

Sariah Brinker

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Wednesday, March 13, 2019 5:06 PM
To:	William Schaaf
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]

Good Evening,
Thank you for your response and the additional attachments. I listened to the TPV. After listening to it twice, it sounds to me like there are two or three different voices on the TPV. It could be a sound quality issue but the voices appear to be different. I have spoken to the customer myself so I am familiar with her voice. Since this is an issue, and the customer is disputing the enrollment, I am asking the company to re-rate the December bill as well. I see that you have taken steps to adjust the January billing. The February and March bills should be adjusted also as you stated. Please provide updates to the PUCO regarding the additional adjustments. Also, are these adjustments being sent to the utility as an account adjustment or will you be sending the customer a check? If a check is going out, how long does it take to process a check?
Sincerely,
Tara Jones
Public Utilities Commission of Ohio

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/4/2019 4:51 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]

Hello Tara and the PUCO,

Regarding Case # 00255466 [redacted]

Ms [redacted] enrolled her gas and electric accounts in Palmco's service on 8/31/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. The customer's gas and electric accounts began receiving our supply on 9/21/18 and 10/11/18, respectively.

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

Electric Plan: 17-Month Two-Phase Fixed Plan, including 5.4 cents per kWh for the initial month, followed by 8.2 cents for the remaining 16 months.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change.

On 2/26/19, Ms. [redacted] contacted our Customer Service line and requested to cancel her gas service with Indra. As a result, an outbound drop transaction was processed, and the customer's gas utility (DEO) determined an estimated service end date of 3/28/19. No termination fees were issued for cancellation. The customer did not request to cancel her electric account at this time, and is currently set to continue receiving our supply according to the terms of her fixed contract.

At the time of enrollment, Ms. [redacted] agreed to enroll her gas account in a variable rate product, and her electric account in a two-phase fixed rate product. In the interest of ensuring customer satisfaction, we are planning to rerate the customer's most recent gas bill to the rate we have on file for her gas utility ($3.02 per Mcf), which results in an adjustment of $291.61 for the billing cycle of 1/24/19 – 2/22/19. We've included a chart below detailing our calculations for this adjustment. We will also flag the customer's account to have her upcoming final bill(s) adjusted accordingly. This will provide the customer with the financial effect of expediting her return to her gas utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/24/2019	2/22/2019	190	$353.01	$3.02/Mcf	$57.38	$4.02	$61.40	**$291.61**

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

William Schaaf – Lead Compliance Investigator

1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: Tara Jones [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, February 26, 2019 4:52 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00255466

CUSTOMER: [redacted]

ADDRESS: [redacted] Painesville, Ohio 44077

SERVICE ADDRESS: [redacted] Painesville, Ohio 44077

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:

This customer contacted our office about her rate charged by Palmco. The customer stated that recently she has paid as much as $7.98 and $17.36 per MCF for gas service.

Please investigate this matter. When did this customer sign-up with Palmco? What was the rate? Did the account renew at any time? If so, when was the renewal notice sent? When did the account start to bill at a variable rate? How is the variable rate calculated? Can we look at re-rating this customer? Please forward a copy of the contract and any other materials sent out to the customer.

Sincerely,

Tara 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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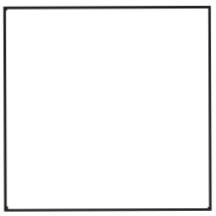

ref:_00Dt0GzXt._500t0FMRfY:ref

Sariah Brinker

From: William Schaaf
Sent: Thursday, March 14, 2019 10:57 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]

Hello Tara,

We agree that it does sound like there may be more than one voice on the TPV, although with the audio quality, it is difficult to say for certainty. We will honor your request here and credit the additional bills you've mentioned below. We'll also detail our calculations in how we've arrived at these additional adjustments. These adjustments will be sent to customer's utility in order to be applied to the account. If you need anything further, please feel free to reach out.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/24/2019	2/22/2019	190	$353.01	$0.3020	$57.38	$4.02	$61.40	**$291.61**
12/21/2018	1/24/2019	187	$159.69	$0.3712	$69.41	$4.86	$74.27	**$85.42**

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: Wednesday, March 13, 2019 5:06 PM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]

Good Evening,
Thank you for your response and the additional attachments. I listened to the TPV. After listening to it twice, it sounds to me like there are two or three different voices on the TPV. It could be a sound quality issue but the voices appear to be different. I have spoken to the customer myself so I am familiar with her voice. Since this is an issue, and the customer is disputing the enrollment, I am asking the company to re-rate the December bill as well. I see that you have taken steps to adjust the January billing. The February and March bills should be adjusted also as you stated. Please provide updates to the PUCO regarding the additional adjustments. Also, are these adjustments being sent to the utility as an account adjustment or will you be sending the customer a check? If a check is going out, how long does it take to process a check?
Sincerely,
Tara Jones
Public Utilities Commission of Ohio

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/4/2019 4:51 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]

Hello Tara and the PUCO,

Regarding Case # 00255466, [redacted]

Ms. [redacted] enrolled her gas and electric accounts in Palmco's service on 8/31/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. The customer's gas and electric accounts began receiving our supply on 9/21/18 and 10/11/18, respectively.

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

Electric Plan: 17-Month Two-Phase Fixed Plan, including 5.4 cents per kWh for the initial month, followed by 8.2 cents for the remaining 16 months.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change.

On 2/26/19, Ms. [redacted] contacted our Customer Service line and requested to cancel her gas service with Indra. As a result, an outbound drop transaction was processed, and the customer's gas utility (DEO) determined an estimated service end date of 3/28/19. No termination fees were issued for cancellation. The customer did not request to cancel her electric account at this time, and is currently set to continue receiving our supply according to the terms of her fixed contract.

At the time of enrollment, Ms. [redacted] agreed to enroll her gas account in a variable rate product, and her electric account in a two-phase fixed rate product. In the interest of ensuring customer satisfaction, we are planning to rerate the customer's most recent gas bill to the rate we have on file for her gas utility ($3.02 per Mcf), which results in an adjustment of $291.61 for the billing cycle of 1/24/19 – 2/22/19. We've included a chart below detailing our calculations for this adjustment. We will also flag the customer's account to have her upcoming final bill(s) adjusted accordingly. This will provide the customer with the financial effect of expediting her return to her gas utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/24/2019	2/22/2019	190	$353.01	$3.02/Mcf	$57.38	$4.02	$61.40	**$291.61**

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

William Schaaf – Lead Compliance Investigator

1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: Tara Jones [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, February 26, 2019 4:52 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255466 [ref:_00Dt0GzXt._500t0FMRfY:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00255466

CUSTOMER: [redacted]

ADDRESS: [redacted] Painesville, Ohio 44077

SERVICE ADDRESS: [redacted] Painesville, Ohio 44077

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:

This customer contacted our office about her rate charged by Palmco. The customer stated that recently she has paid as much as $7.98 and $17.36 per MCF for gas service.

Please investigate this matter. When did this customer sign-up with Palmco? What was the rate? Did the account renew at any time? If so, when was the renewal notice sent? When did the account start to bill at a variable rate? How is the variable rate calculated? Can we look at re-rating this customer? Please forward a copy of the contract and any other materials sent out to the customer.

Sincerely,

Tara Jones

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

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Orpheus Craigue

From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Thursday, January 24, 2019 3:55 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249191 [ref:_00Dt0GzXt._500t0Egzm0:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00249191
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Canton, Ohio 44705
SERVICE ADDRESS: [redacted], Canton, Ohio 44705
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

Ms. [redacted] advised staff that she just realized that she was being billed by the company. She said her last couple of bills have been really high. She said the rate is now $0.21 per kWh. When she contacted the company to cancel, the representative tried to sell her on other products.

When did the company acquire her account?
How was the customer solicited?

If this was a telephone solicitation, please forward a copy of the sales call for review.
What type of program did she enroll in?
Was she recently billed at $.21 per kWh?
Please forward a signed documentation for review.
Please include the TPV for review.
Can you confirm that the customer cancel the enrollment? If so, when did she cancel and what is the final bill date?
If there is any other information that I should know, it would be greatly appreciated.

Sincerely,

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

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ref:_00Dt0GzXt._500t0Egzm0:ref

William Schaaf

From: William Schaaf
Sent: Wednesday, January 30, 2019 9:45 AM
To: Cindi Mack
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249191 [ref:_00Dt0GzXt._500t0Egzm0:ref]
Attachments: [redacted] Sales Call.mp3; [redacted] TPV.MP3; [redacted] Confirmation Pack.pdf

Hello Cindi and the PUCO,

Regarding Case # 00249191, [redacted]

Ms. [redacted] enrolled her electric account in Palmco's service on 8/9/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording 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 9/13/18.

In September 2018, the customer was sent a postcard explaining that Palmco was changing its trade name to Indra Energy. Palmco began conducting business under Indra Energy in October 2018.

On 1/24/19, Ms. [redacted] contacted our Customer Service line regarding her account. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested the cancellation of her account. Per her request, an outbound drop transaction was submitted, and the customer's utility (AEP) determined a service end date of 2/13/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, Ms. [redacted] agreed to enroll her electric account in a variable rate product, which included an introductory rate for the first two billing cycles. The customer has been billed according to the terms she agreed to. Indra makes a running variable rate history available on the company's website (https://indraenergy.com/ohio/ohio-variable-rates/) and also posts each month's current variable rate on the www.energychoice.ohio.gov website in order to allow customers to see current and past variable rates.

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

William Schaaf – Lead Compliance Investigator
indra ENERGY
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Thursday, January 24, 2019 3:55 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249191 [ref:_00Dt0GzXt._500t0Egzm0:ref]

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

CASE ID: 00249191
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio 44705
SERVICE ADDRESS: [redacted] Canton, Ohio 44705
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBER: [redacted]
NIQ:

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Was she recently billed at $.21 per kWh?
Please forward a signed documentation for review.
Please include the TPV for review.
Can you confirm that the customer cancel the enrollment? If so, when did she cancel and what is the final bill date?
If there is any other information that I should know, it would be greatly appreciated.

Sincerely,

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

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Ohio | Public Utilities Commission

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

CASE ID: 00258276
CUSTOMER: [redacted]
ADDRESS: 1[redacted] Cleveland, Ohio 44135
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]

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DESCRIPTION OF ISSUE:
Good Morning,

Mr. [redacted] contacted the PUCO regarding an increase in his bill.
He states that he initially signed up at a rate of 2.60 and now his rate is 17.36.
He states that he received no notice of the increase.

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 for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed, what was the term length?
5. Has the customer contacted the company concerning this issue? If so, when? What was the company's response?
6. Has the customer's rate increased from 2.60 to 17.36? If so, why?
7. Is an adjustment in process for the customer? If no, why not?
8. If an adjustment is in process, will the adjustment be a refund check or a credit to the bill?

Please provide copies of the following:

1. The sales script used to market this customer

2. Copy of any sales calls to the customer
3. Copy of the Welcome Letter with the terms and conditions
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll
6. Copy of the signed enrollment agreement
7. 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._500t0Fmu3R:ref

PALMco ENERGY

PALMco Energy OH, LLC / PALMco Power OH, LLC

8751 18th Avenue Brooklyn, NY 11214
Telephone: (877) 726-5862
customerservice@palmcoenergy.com
www.palmcoenergy.com

NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO) VE18-05.01

CUSTOMER INFORMATION

Customer Name: [redacted] **Relationship to Account Holder:** Owner

E-mail Address:

Provide your e-mail address to authorize PALMco to send notices and communications. PALMco does not sell, provide, or share your e-mail information with third parties

Service Address: [redacted] **City:** Cleveland **State:** Ohio **Zip Code:** 44135

Billing Address (If Different): None **City:** **State:** **Zip Code:**

Phone Nu [redacted] ☑ Mobile ☑ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): [redacted]

Account Holder's Name on Electricity Account:

Electricity Utility Account Number:

Budget Billing: ☐Yes ☐No | Product Code:

Please Choose ONE Of The Electric Price Offerings Below:

Two phase Fixed Electric Rate:

Insert Utility Name	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:

Insert Utility Name	Fixed Rate of $ _____ per kWh for _____ months

Introductory Electric Variable Rate:

		Per kWh
Insert Utility Name	*Insert* Introductory Price	Units

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 [redacted] ing section in the Terms and Conditions.

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

Natural Gas Utility Account Num [redacted]

Budget Billing: ☐Yes ☑No

Please Choose ONE Of The Gas Price Offerings Below:

Two Phase Fixed Gas Rate:

Insert Utility Name	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:

Dominion	2.6	Per Ccf / Mcf
Insert Utility Name	*Insert* Introductory Price	Units

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.

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 Initials

1. The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Company [redacted]
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my e[redacted] and/ or natural gas.
3. The representative explained to me the price for electricity and/or natural gas under this contract.
4. For variable rate customers only: The representative explained that the contract is for one month and will continue on a month-to-mon[redacted] until either PALMco or I decide to cancel the contract. I can access my future variable pricing information at: https://palmcoenergy.com/oh[redacted] variable-rates.
5. For fixed rate customers only: The representative explained to me that the contract is for a total term of _____ months and it will be autom[redacted] 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.
6. The representative explained my right to cancel.
7. The representative left two completed right to cancel notices with me.
8. The representative disclosed that no early termination liability fee would apply, if I cancel the contract.

CUSTOMER AUTHORIZATION

1. 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.
2. 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.
3. 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 EXPLANTION 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 Te[redacted]

For: *PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller)* By: [redacted]

By: Adam Wilson (Mic 1078) By: [redacted]

REPRESENTATIVE'S NAME (PRINT) ID NUMBER

By: Adam Wilson Date: 7/6/18

REPRESENTATIVE'S SIGNATURE MONTH / DAY / YEAR

OH-E 10154942

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

7/9/2018

[redacted]
Cleveland, OH 44135

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 $2.60000/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

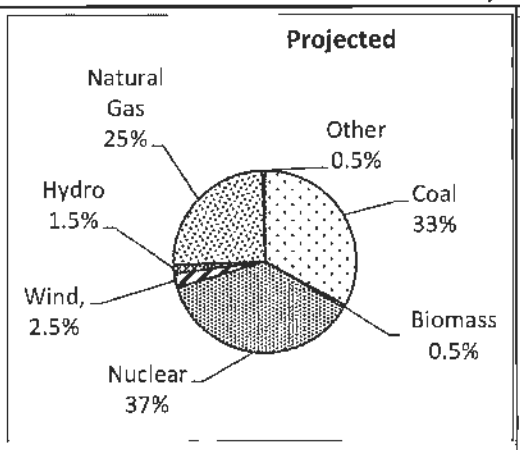
Environmental Disclosure Information – Quarterly Comparisons

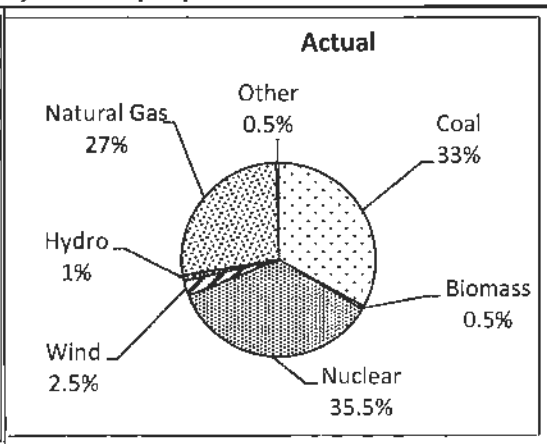
PALMco Power OH, LLC

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.





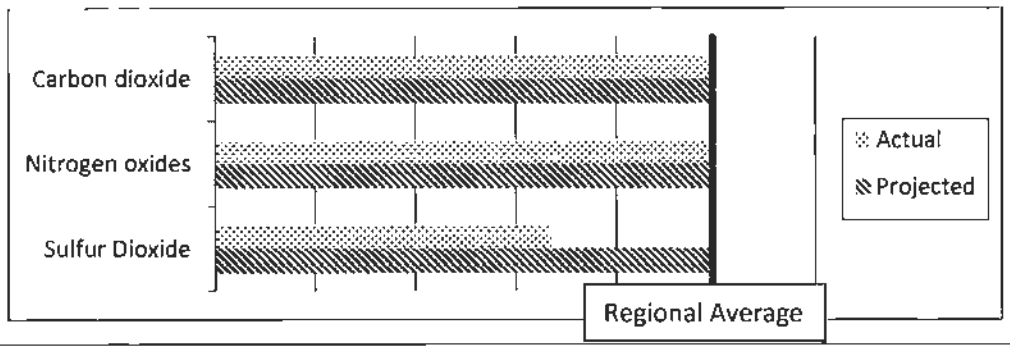
Environmental Characteristics–

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!

PALMCO ENERGY® → indra® ENERGY

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:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Wednesday, March 13, 2019 8:14 AM
To:	Indra Energy Compliance
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258276 [ref:_00Dt0GzXt._500t0Fmu3R:ref]
Follow Up Flag:	Follow up
Flag Status:	Flagged

Ohio | Public Utilities Commission

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

CASE ID: 00258276
CUSTOMER: [redacted]
ADDRESS: [redacted] Cleveland, Ohio 44135
AIQ: Palmco Energy OH LLC [redacted]
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:
Good Morning,

Mr. [redacted] contacted the PUCO regarding an increase in his bill.
He states that he initially signed up at a rate of 2.60 and now his rate is 17.36.
He states that he received no notice of the increase.

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 for the customer?

4. What was the rate the customer agreed to? Was it fixed or variable? If fixed, what was the term length?
5. Has the customer contacted the company concerning this issue? If so, when? What was the company's response?
6. Has the customer's rate increased from 2.60 to 17.36? If so, why?
7. Is an adjustment in process for the customer? If no, why not?
8. If an adjustment is in process, will the adjustment be a refund check or a credit to the bill?

Please provide copies of the following:

1. The sales script used to market this customer
2. Copy of any sales calls to the customer
3. Copy of the Welcome Letter with the terms and conditions
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll
6. Copy of the signed enrollment agreement
7. 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.

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Sariah Brinker

From: Orpheus Craigue
Sent: Tuesday, March 19, 2019 3:28 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258276 [ref:_00Dt0GzXt._500t0Fmu3R:ref]
Attachments: [redacted] Contract.pdf; [redacted] - TPV.mp3; Confirmation letter.pdf; Indra Postcard.pdf

Categories: PUCO Complaint

Hello Shanequa,

Regarding PUCO Case ID 00258276; [redacted]

This customer's gas account was enrolled in Palmco's variable rate plan on 7/6/2018, as a result of a door-to-door sale. We've attached the signed contract and TPV recording from this enrollment, as well as the confirmation packet mailed to the customer. We're also attaching the postcard mailed to customers explaining the switch from Palmco to Indra in October 2018.

The customer's variable plan included a two-month introductory rate of $2.60 per Mcf, after which it would vary month-to-month. It appears this customer continued to receive the same rate of $2.60 up until his most recent bill, which was at $17.364; this was a variable rate billed according to the terms of his agreement with Palmco/Indra.

The customer had contacted us on 3/11/2019 with concerns over his bill and his concerns were escalated for a review of his account. We are going to rerate the disputed bill to the utility's rate of $2.925 per Mcf; this will be sent to the utility to be applied to the customer's account.

Additionally, since the customer has expressed his displeasure with his variable service with Indra, his account has been dropped in order to return him to his standard service from his utility. The customer will not incur a termination fee for this cancellation, and Dominion will establish an end date. We will also be rerating any upcoming bills the customer receives with Indra as his supplier.

If you need anything further, let us know. Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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: Wednesday, March 13, 2019 08:14
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258276 [ref:_00Dt0GzXt._500t0Fmu3R:ref]

Cheryl Smith

From: Indra Energy Compliance
Sent: Friday, May 31, 2019 4:05 PM
To: 'Andrea Smith'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00509287 [ref:_00Dt0GzXt._500t0J1jY8:ref]
Attachments: Clemens - TPV.mp3

Good afternoon.

Pursuant to the above-captioned complaint, attached is the TPV conducted for the enrollment of the customer's electric and natural gas accounts. A final response will be provided within 10 business days of our receipt of this complaint.

Regards,

Compliance

indra ENERGY
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Friday, May 31, 2019 2:39 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00509287 [ref:_00Dt0GzXt._500t0J1jY8:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00509287
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted] Cincinnati, Ohio 45231
AIQ: Palmco Energy [redacted]
[redacted] **NUMBER:** 7610-0026-37-2

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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE: Customer is [redacted] but gives sister, [redacted] permission to speak on her behalf. Ms. [redacted] was told that if she signed up with the company she would receive a savings and her bill would be lower than Duke's. She states that is not the case and wants the contract cancelled and returned to Duke. Ms. [redacted] would like reimbursed the difference between the rate she was charged and the utilities rate.

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.

3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,
Andrea Smith
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._500t0J1jY8:ref

Cheryl Smith

From: Keenia Joseph
Sent: Monday, June 10, 2019 10:52 AM
To: Andrea Smith
Cc: Indra Energy Compliance; glover@whitt-sturtevant.com; whitt@whitt-sturtevant.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00509287 [ref:_00Dt0GzXt._500t0J1jY8:ref]
Attachments: [redacted] Sales Call.mp3; [redacted] Confirmation Package Electric.pdf; [redacted] Confirmation Package Gas.pdf

Hi Andrea,

As a follow up to the initial response and TPV provision below, please find enclosed additional details regarding this matter.

The customer enrolled in Indra's gas and electric variable rate plans on 11/9/2018, as a result of a telephone sale. We're attaching the sales audio, and the confirmation packets mailed out following enrollment. Indra began servicing the electric and gas accounts on 11/28/19.

Electric Plan: Introductory Rate of $0.05800/kWh for the first two billing cycles, and a variable rate thereafter.

Gas Plan: Introductory Rate of $0.38000/Ccf for the first two billing cycles, and a variable rate thereafter.

Inbound drop requests were received for both the gas and electric accounts on 5/3/19. Duke established a service end date of 5/29/19 for the electric account and 5/30/19 for the gas account. No ETF's were issued.

On 5/31/19 [redacted] contacted our customer service line requesting to cancel services with Indra. Customer was advised that cancellation requests had been submitted as of 5/3/19 and it would take 1-2 billing cycles to process.

Best,

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: Indra Energy Compliance
Sent: Friday, May 31, 2019 4:03 PM
To: Andrea Smith <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00509287 [ref:_00Dt0GzXt._500t0J1jY8:ref]

Good afternoon.

Pursuant to the above-captioned complaint, attached is the TPV conducted for the enrollment of the customer's electric and natural gas accounts. A final response will be provided within 10 business days of our receipt of this complaint.

Regards,

Compliance

1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Friday, May 31, 2019 2:39 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00509287 [ref:_00Dt0GzXt._500t0J1jY8:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00509287
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted], Cincinnati, Ohio 45231
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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)***

DESCRIPTION OF ISSUE: Customer is [redacted] but gives sister, [redacted] permission to speak on her behalf. Ms. [redacted] was told that if she signed up with the company she would receive a savings and her bill would be lower than Duke's. She states that is not the case and wants the contract cancelled and returned to Duke. Ms. [redacted] would like reimbursed the difference between the rate she was charged and the utilities rate.

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,
Andrea Smith
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._500t0J1jY8:ref

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

11/12/2018

[redacted]
Cincinnati, OH 45231

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 **Duke Energy**. You will receive a confirmation notice from **Duke Energy** 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 Numb[redacted]
Rate Plan: **Introductory Rate of $0.38000/Ccf 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 Duke Energy.**

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

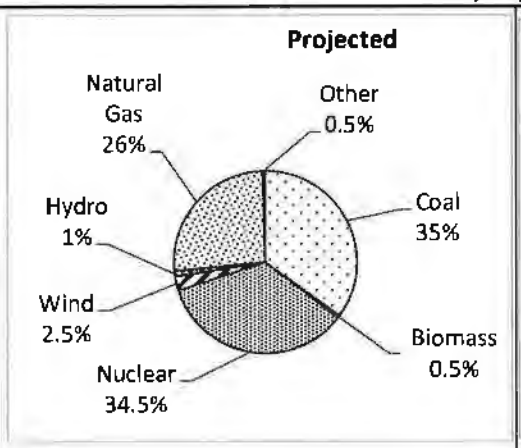
Environmental Disclosure Information – Quarterly Comparisons

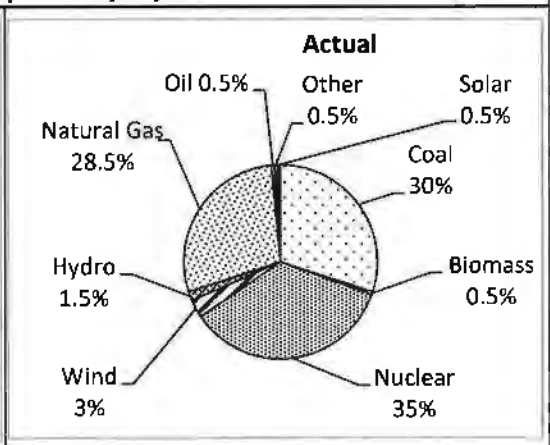
Indra Energy

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.





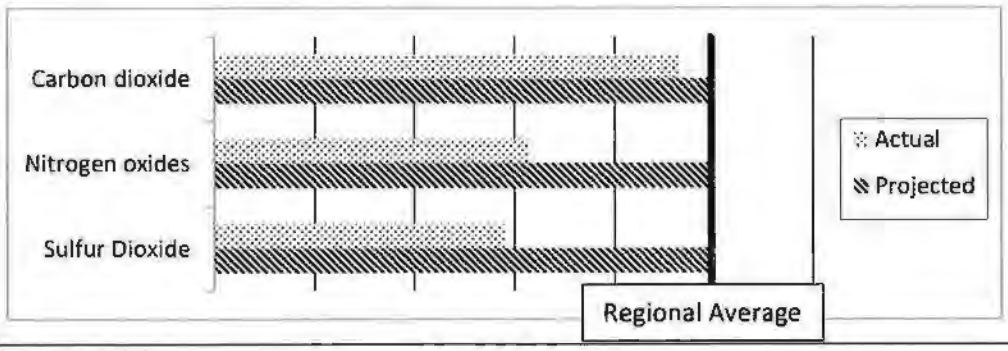
Environmental Characteristics–

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

11/12/2018

[redacted]
Cincinnati, OH 45231

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 **Duke Energy**. You will receive a confirmation notice from **Duke Energy** 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 Numbe[redacted]
Rate Plan: **Introductory Rate of $0.05800/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.

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.

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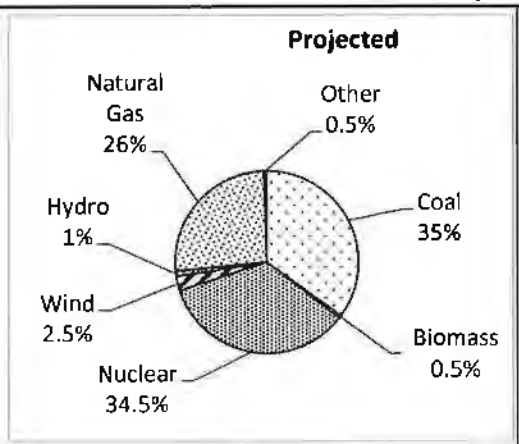

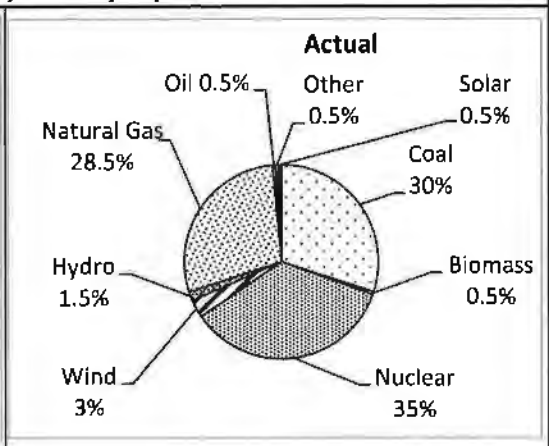

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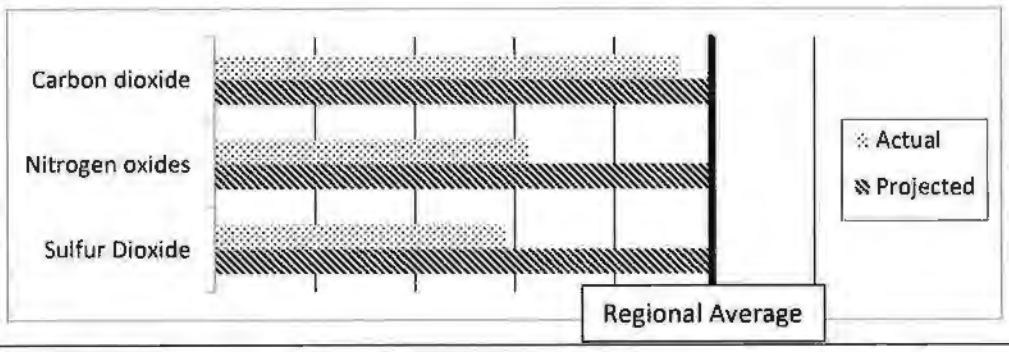

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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.

Cheryl Smith

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Friday, May 31, 2019 2:39 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00509287 [ref:_00Dt0GzXt._500t0J1jY8:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00509287
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted], Cincinnati, Ohio 45231
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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE: Customer is [redacted] but gives sister, [redacted] permission to speak on her behalf. Ms. [redacted] was told that if she signed up with the company she would receive a savings and her bill would be lower than Duke's. She states that is not the case and wants the contract cancelled and returned to Duke. Ms. [redacted] would like reimbursed the difference between the rate she was charged and the utilities rate.

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,
Andrea Smith
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._500t0J1jY8:ref

Ohio | Public Utilities Commission

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

CASE ID: 00253253
COMPANY:
CUSTOMER: [redacted]
ADDRESS [redacted] Canton, Ohio 44706
SERVICE ADDRESS: [redacted] Canton, Ohio 44706
AIQ: Palmco Power OH LLC
[redacted] **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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good morning,

Customer was contacted by Palmco regarding saving up to $12 monthly on her bill. After Indra took over his account, his rate went from 5 cents per kwh to 24 cents per kilowatt. He doesn't understand how that could happen. His bill is now $690 instead of $120. Customer wishes to cancel the service and return to utility.

Please review and advise:

1. What are the terms and conditions including the rate of the plan for which customer was enrolled?
2. When and how was customer notified of a change in their rate?
3. Has customer contacted Indra to request to cancel?
4. Can you adjust customer's bill and re-rate based on utility price to compare?

Any additional information would be appreciated. Thank you.

Sincerely,

Alfred Thompson
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._500t0FL7Tr:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 14, 2019 1:32 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00253301
CUSTOMER: [redacted]
ADDRESS: [redacted] Cleveland, Ohio 44128
SERVICE ADDRESS: [redacted] Cleveland, Ohio 44128
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon.

According to Mr. [redacted] he enrolled with Palmco Energy sometime in 2018. Recently, his electric bill increased from $45 to over $245. When he contacted his EDU, he was told the supplier rate increased. Mr. [redacted] states he does not recall the terms and conditions of his enrollment with Palmco and did not receive a Welcome Letter or other summary\confirmation of the enrollment.

Please review this issue and provide copies of the TPV, Welcome Letter, signed contract (if applicable), Terms and Conditions of Service, and contract renewal notice (if applicable).

Additionally, please advise what rate per kwh has been billed to this customer for all periods of enrollment with Palmco and\or Indra Energy.

Please contact Mr. [redacted] regarding this issue.

Thank you.

Sincerely,

Christina Cassady
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._500t0FL9tC:ref

Orpheus Craigue

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 29, 2019 9:26 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249840 [ref:_00Dt0GzXt._500t0EhUkF:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00249840
CUSTOMER: [redacted]
ADDRESS: [redacted] Akron, Ohio 44303
SERVICE ADDRESS: [redacted], Akron, Ohio 44303
AIQ: Palmco Energy OH LLC [redacted]
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: Ms. [redacted] states that she enrolled with the company several months ago and was told her rate would not go above $3.00 per mcf. The first two bills were above the $3.00 per MCF and the most recent bill the rate was $7.981 per MCF. Ms. [redacted] believes she was deceived by the representative and wants to make sure she is cancelled and wants to be credited the difference between the rate she received and Standard Choice Offer rate.

1. Do you have record of customer?
2. If so, when and how was she signed up?
3. Please send the signed contract, TPV, sales call and terms and conditions.
4. What did the representative explain to the customer before signing her up?
5. Was the customer told the rate would never exceed $3.00 per mcf?

6. Has the customer been cancelled and is the company willing to reimburse her the difference between the rate charged and the standard choice offer?
7. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
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._500t0EhUkF:ref

William Schaaf

From: William Schaaf
Sent: Friday, February 1, 2019 9:07 AM
To: Andrea Smith
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249840 [ref:_00Dt0GzXt._500t0EhUkF:ref]
Attachments: [redacted]PV.MP3; [redacted]-Confirmation Pack-Electric.pdf; [redacted]Confirmation Pack-Gas.pdf

Hello Andrea and the PUCO,

Regarding Case # 00249840, [redacted]

Ms. [redacted] enrolled her gas and electric accounts in Indra's service on 10/3/18, as the result of a door-to-door sale. We've attached the TPV recording for this enrollment, as well the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 10/17/18 and 10/25/18, respectively.

On 1/28/19, Ms. [redacted] contacted our Customer Service line and requested the cancellation of her accounts. Per the customer's request, outbound drop transactions were submitted, and her gas and electric utilities (DEO and Ohio Edison) both determined a service end date of 2/22/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, Ms. [redacted] agreed to enroll her gas and electric accounts in a variable rate product, which included an introductory rate for the first two billing cycles. During the attached TPV recording, she agreed to the following terms: *"Indra will be selling you gas at the introductory price of $2.60 per Mcf for your first two bills"* and "*Indra will be selling you electricity at the introductory price of 5.1 cents per kWh for your first two bills*." She also acknowledged her understanding that "*Beginning with your third bill, the price you pay... may vary from month to month... and may be higher or lower than the utility's price in any given month. There are no guaranteed savings*". The customer has been billed according to the terms she agreed to at the time of enrollment. However, considering the customer's dissatisfaction with Indra's service as of late, we will rerate the customer's upcoming final bills to be at the utility price-to-compare. This will provide the customer with the financial effect of expediting the return to standard service.

The sales agent in question has sold on our behalf for almost a year, and has a good track record during that time. Considering the customer's verbal agreement to a variable product, and because we have not had similar allegations made against the agent, we are unable to substantiate Ms. [redacted] claim that she was deceived by the agent, and believe she may be misremembering the details of her interaction with the sales agent in the nearly four months that have elapsed since their meeting.

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator

1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Andrea Smith [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, January 29, 2019 9:26 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249840 [ref:_00Dt0GzXt._500t0EhUkF:ref]

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

CASE ID: 00249840
CUSTOMER: [redacted]
ADDRESS: [redacted] Akron, Ohio 44303
SERVICE ADDRESS: [redacted] Akron, Ohio 44303
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: Ms. [redacted] states that she enrolled with the company several months ago and was told her rate would not go above $3.00 per mcf. The first two bills were above the $3.00 per MCF and the most recent bill the rate was $7.981 per MCF. Ms. [redacted] believes she was deceived by the representative and wants to make sure she is cancelled and wants to be credited the difference between the rate she received and Standard Choice Offer rate.

1. Do you have record of customer?
2. If so, when and how was she signed up?
3. Please send the signed contract, TPV, sales call and terms and conditions.

4. What did the representative explain to the customer before signing her up?
5. Was the customer told the rate would never exceed $3.00 per mcf?
6. Has the customer been cancelled and is the company willing to reimburse her the difference between the rate charged and the standard choice offer?
7. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
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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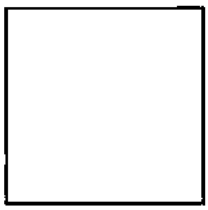

ref:_00Dt0GzXt._500t0EhUkF:ref

Thomas Sheehy

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, January 25, 2019 11:32 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]

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

CASE ID: 00249362
CUSTOMER: [redacted]
ADDRESS: [redacted], Coshocton, Ohio 43812
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
Good Morning,

Ms. ([redacted] contacted the PUCO regarding her contract and the terms. She states that in October, 2018 she signed up with the company for 12 months at a rate of .052.
Caller recently noticed an increase in the rate to .21.
Caller states her bills went from $153-$366.
Caller contacted company and was advised that she agreed to a 2 month term.

Please respond 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 for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed- how long was the term?

5. Has the customer contacted the company regarding this issue? If so, when?
6. What was the company's response to the customer's issue?

Please provide copies of the following:
-The sales script used to market this customer
-Copies of any sales calls for this customer
-TPV completed at the time of enrollment
-Copies of any welcome letters
-Copies of the IP address used if applicable.
- Copies of the email address used to enroll
-Copies of any signed enrollment agreements. (whether signed at the door, kiosk, or mailed by the customer as a result of a mailed offer by the company).
-Copy of the terms and conditions of the enrollment

Any additional information that can be provided by the company 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._500t0Eh3sz:ref

William Schaaf

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Friday, March 1, 2019 12:17 PM
To:	William Schaaf
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]

Good Afternoon,

Thanks for the response.
The customer has not received a refund.....Will she be issued a check or an adjustment to her bill?
What is the amount that she will receive?

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

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: 1/30/2019 2:41 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]

Hello Shanequa and the PUCO,

Regarding Case # 00249362, [redacted]

Ms. [redacted] enrolled her electric account in Palmco's service on 8/23/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. The customer's account began receiving our supply service on 10/11/18.

In September 2018, the customer was sent a postcard explaining that Palmco was changing its trade name to Indra Energy. Palmco began conducting business under Indra Energy in October 2018.

On 1/24/19, Ms. [redacted] contacted our Customer Service line regarding her account. The customer was advised of a fixed rate plan that Indra could offer as an alternative to her current variable rate plan. However, Ms. [redacted] declined the offer and instead requested the cancellation of her account. Per her request, an outbound drop transaction was submitted, and the customer's utility (AEP) determined a service end date of 2/13/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, Ms. [redacted] agreed to enroll her electric account in a variable rate product, which included an introductory rate for the first two billing cycles. During the attached TPV recording, she agreed to the following terms: "*Palmco will be selling you electricity at the introductory price of 5.2 cents per kWh for your first two bills*." She also acknowledged her understanding that "*Beginning with your third bill, the price you pay for electric may vary from month to month....and may be higher or lower than the utility's price in any given month. There are no guaranteed savings*". Ms. [redacted] has been billed according to the terms she agreed to at the time of enrollment. However, as it seems Ms. [redacted] was dissatisfied with her recent service, we'll provide her with a rerate of her upcoming final bill to effectively expedite her return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator

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, January 25, 2019 11:32 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00249362

CUSTOMER: [redacted]

ADDRESS: [redacted], Coshocton, Ohio 43812

AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
Good Morning,

Ms. [redacted] contacted the PUCO regarding her contract and the terms. She states that in October, 2018 she signed up with the company for 12 months at a rate of .052.
Caller recently noticed an increase in the rate to .21.
Caller states her bills went from $153-$366.
Caller contacted company and was advised that she agreed to a 2 month term.

Please respond 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 for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed- how long was the term?
5. Has the customer contacted the company regarding this issue? If so, when?
6. What was the company's response to the customer's issue?

Please provide copies of the following:
-The sales script used to market this customer
-Copies of any sales calls for this customer
-TPV completed at the time of enrollment
-Copies of any welcome letters
-Copies of the IP address used if applicable.
- Copies of the email address used to enroll
-Copies of any signed enrollment agreements. (whether signed at the door, kiosk, or mailed by the customer as a result of a mailed offer by the company).
-Copy of the terms and conditions of the enrollment

Any additional information that can be provided by the company 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._500t0Eh3sz:ref

William Schaaf

From: William Schaaf
Sent: Friday, March 1, 2019 5:20 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]

Hello Shanequa,

Regarding Case # 00249362, [redacted]

This customer's final invoice with Indra was billed at the rate 0.0553, which is the rate we have on file for the customer's utility. As a result, there was no adjustment needed. I've included a chart below detailing the charges for the customer's final bill with Indra.

Begin Date	End Date	Billed Usage	Rate Charged	Supply Charge
1/15/2019	2/13/2019	903	$0.0553	$49.94

Let us know if you need anything further. Thank you.

William Schaaf – Lead Compliance Investigator
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 1, 2019 12:17 PM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]

Good Afternoon,

Thanks for the response.
The customer has not received a refund.....Will she be issued a check or an adjustment to her bill?
What is the amount that she will receive?

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

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: 1/30/2019 2:41 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]

Hello Shanequa and the PUCO,

Regarding Case # 00249362, [redacted]

Ms. [redacted] enrolled her electric account in Palmco's service on 8/23/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. The customer's account began receiving our supply service on 10/11/18.

In September 2018, the customer was sent a postcard explaining that Palmco was changing its trade name to Indra Energy. Palmco began conducting business under Indra Energy in October 2018.

On 1/24/19, Ms [redacted] contacted our Customer Service line regarding her account. The customer was advised of a fixed rate plan that Indra could offer as an alternative to her current variable rate plan. However, Ms. [redacted] eclined the offer and instead requested the cancellation of her account. Per her request, an outbound drop transaction was submitted, and the customer's utility (AEP) determined a service end date of 2/13/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, Ms [redacted] agreed to enroll her electric account in a variable rate product, which included an introductory rate for the first two billing cycles. During the attached TPV recording, she agreed to the following terms: "*Palmco will be selling you electricity at the introductory price of 5.2 cents per kWh for your first two bills*." She also acknowledged her understanding that "*Beginning with your third bill, the price you pay for electric may vary from month to month ...and may be higher or lower than the utility's price in any given month. There are no guaranteed*

savings". Ms. [redacted] has been billed according to the terms she agreed to at the time of enrollment. However, as it seems Ms. [redacted] was dissatisfied with her recent service, we'll provide her with a rerate of her upcoming final bill to effectively expedite her return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator

1515 Market Street, Suite 1200

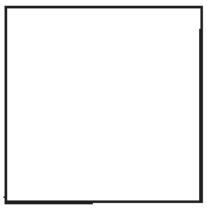
Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, January 25, 2019 11:32 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]



Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00249362

CUSTOMER: [redacted]

ADDRESS: [redacted] Coshocton, Ohio 43812

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER: [redacted]

NIC [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 Morning,

Ms. [redacted] contacted the PUCO regarding her contract and the terms. She states that in October, 2018 she signed up with the company for 12 months at a rate of .052.
Caller recently noticed an increase in the rate to .21.
Caller states her bills went from $153-$366.
Caller contacted company and was advised that she agreed to a 2 month term.

Please respond 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 for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed- how long was the term?

5. Has the customer contacted the company regarding this issue? If so, when?
6. What was the company's response to the customer's issue?

Please provide copies of the following:
-The sales script used to market this customer
-Copies of any sales calls for this customer
-TPV completed at the time of enrollment
-Copies of any welcome letters
-Copies of the IP address used if applicable.
- Copies of the email address used to enroll
-Copies of any signed enrollment agreements. (whether signed at the door, kiosk, or mailed by the customer as a result of a mailed offer by the company).
-Copy of the terms and conditions of the enrollment

Any additional information that can be provided by the company 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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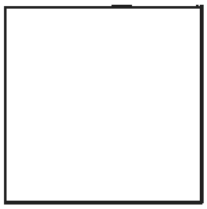

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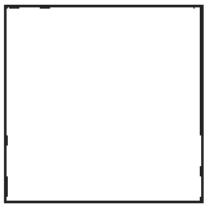


William Schaaf

From: William Schaaf
Sent: Wednesday, January 30, 2019 2:42 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]
Attachments: [redacted]Sales Call.mp3[redacted]TPV.MP3; [redacted]Confirmation Pack.pdf

Hello Shanequa and the PUCO,

Regarding Case # 00249362, [redacted]

Ms. [redacted] enrolled her electric account in Palmco's service on 8/23/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. The customer's account began receiving our supply service on 10/11/18.

In September 2018, the customer was sent a postcard explaining that Palmco was changing its trade name to Indra Energy. Palmco began conducting business under Indra Energy in October 2018.

On 1/24/19, Ms. [redacted] contacted our Customer Service line regarding her account. The customer was advised of a fixed rate plan that Indra could offer as an alternative to her current variable rate plan. However, Ms. [redacted] declined the offer and instead requested the cancellation of her account. Per her request, an outbound drop transaction was submitted, and the customer's utility (AEP) determined a service end date of 2/13/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, Ms [redacted] agreed to enroll her electric account in a variable rate product, which included an introductory rate for the first two billing cycles. During the attached TPV recording, she agreed to the following terms: "*Palmco will be selling you electricity at the introductory price of 5.2 cents per kWh for your first two bills*." She also acknowledged her understanding that "*Beginning with your third bill, the price you pay for electric may vary from month to month....and may be higher or lower than the utility's price in any given month. There are no guaranteed savings*". Ms. [redacted] has been billed according to the terms she agreed to at the time of enrollment. However, as it seems Ms [redacted] was dissatisfied with her recent service, we'll provide her with a rerate of her upcoming final bill to effectively expedite her return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator
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, January 25, 2019 11:32 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249362 [ref:_00Dt0GzXt._500t0Eh3sz:ref]

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

CASE ID: 00249362
CUSTOMER: [redacted]
ADDRESS: [redacted] Coshocton, Ohio 43812
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
Good Morning,

Ms. [redacted] contacted the PUCO regarding her contract and the terms. She states that in October, 2018 she signed up with the company for 12 months at a rate of .052.
Caller recently noticed an increase in the rate to .21.
Caller states her bills went from $153-$366.
Caller contacted company and was advised that she agreed to a 2 month term.

Please respond 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 for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed- how long was the term?

5. Has the customer contacted the company regarding this issue? If so, when?
6. What was the company's response to the customer's issue?

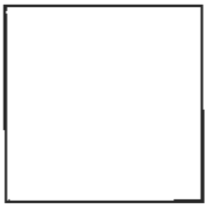
Please provide copies of the following:
-The sales script used to market this customer
-Copies of any sales calls for this customer
-TPV completed at the time of enrollment
-Copies of any welcome letters
-Copies of the IP address used if applicable.
- Copies of the email address used to enroll
-Copies of any signed enrollment agreements. (whether signed at the door, kiosk, or mailed by the customer as a result of a mailed offer by the company).
-Copy of the terms and conditions of the enrollment

Any additional information that can be provided by the company 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._500t0Eh3sz:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, February 11, 2019 3:42 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252589 [ref:_00Dt0GzXt._500t0FKnwW:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00252589
CUSTOMER: [redacted]
ADDRESS: 2[redacted] Cambridge, Ohio 43725
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:
Good Afternoon,

Mr. [redacted] contacted the PUCO regarding an enrollment issue.
He states that he spoke with a representative 2 years ago and signed up.
He states within 72 hours he cancelled with the company.
He received opt out notices and contacted both Columbia Gas and Aep and opted out.
December 2018 he noticed that the company was still billing him.
He states the company is currently billing him and he did not authorize this.
He was charged $329.63

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 for the customer?

4. Was the enrollment cancelled?
5. What rate did the customer agree to? Was if fixed or variable? If fixed, what was the term?
6. Was there a renewal notice?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response

Please provided copies of the following:

1. TPV
2. Sales call and copy of the sales script
3. Welcome letter and terms and conditions
4. Copy of the IP address used and email address if applicable
5. Signed enrollment documents
6. Renewal Notice

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._500t0FKnwW:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Thursday, February 14, 2019 6:09 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252589 [ref:_00Dt0GzXt._500t0FKnwW:ref]
Attachments: [redacted] TPV.mp3; [redacted] Confirmation Pack Gas.pdf

Categories: PUCO Complaint

Hello Shanequa,

Regarding PUCO Case IDs 00252589 and 00252590 for [redacted]

This customer's electric and gas accounts were enrolled in Palmco's supply as a result of a door-to-door solicitation. We're attaching the TPV recording from this enrollment, as well as the confirmation packages mailed out following enrollment.

Palmco began conducting business under its trade name, Indra Energy, in October 2018. Customers were provided with a postcard detailing the change, and this customer continued to be billed under Indra according to the terms of his existing enrollment.

The customer reached out to our Customer Service line on 1/17/2019 to cancel his accounts with Indra. Outbound transactions were submitted to the customer's utilities, and no termination fees were issued. The customer received our gas supply 11/1/17 – 2/4/19, and our electric supply 12/4/17 – 2/6/19.

We have no record of this customer reaching out to us following his enrollment, or at any point prior to his conversation with us in January 2019.

Both of the customer's accounts were enrolled in variable rate plans, with the gas including a three-month introductory rate of 40.5 cents, and the electric a three-month introductory rate of 5.2 cents, after which rates would vary monthly.

Due to the customer's concerns over his recent bills, we'd be willing to adjust the customer's most recent electric and gas bill, to provide the consumer with some financial relief and the effect of an expedited return to his gas and electric utilities. This will result in an adjustment of $250.73 to be sent to AEP (effectively billing his February bill at the rate of 0.0553), and $37.03 sent to Columbia Gas (effectively billing his February bill at the rate of 0.418).

Please let us know if you need anything further. Thank you.

Orpheus Craigue – 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: Monday, February 11, 2019 15:42
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252589 [ref:_00Dt0GzXt._500t0FKnwW:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00252589
CUSTOMER: [redacted]
ADDRESS: [redacted] Cambridge, Ohio 43725
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:
Good Afternoon,

Mr. [redacted] contacted the PUCO regarding an enrollment issue.
He states that he spoke with a representative 2 years ago and signed up.
He states within 72 hours he cancelled with the company.
He received opt out notices and contacted both Columbia Gas and Aep and opted out.
December 2018 he noticed that the company was still billing him.
He states the company is currently billing him and he did not authorize this.
He was charged $329.63

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 for the customer?
4. Was the enrollment cancelled?

5. What rate did the customer agree to? Was if fixed or variable? If fixed, what was the term?
6. Was there a renewal notice?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response

Please provided copies of the following:

1. TPV
2. Sales call and copy of the sales script
3. Welcome letter and terms and conditions
4. Copy of the IP address used and email address if applicable
5. Signed enrollment documents
6. Renewal Notice

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._500t0FKnwW:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, February 11, 2019 4:03 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252590 [ref:_00Dt0GzXt._500t0FKnx0:ref]

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

CASE ID: 00252590
CUSTOMER: [redacted]
ADDRESS: [redacted] Cambridge, Ohio 43725
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
Good Afternoon,

Mr. [redacted] contacted the PUCO regarding an enrollment issue.
He states that he spoke with a representative 2 years ago and signed up.
He states within 72 hours he cancelled with the company.
He received opt out notices and contacted both Columbia Gas and Aep and opted out.
December 2018 he noticed that the company is still billing him.
He states the company is currently billing him and he did not authorize this.
He was charged $329.63

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 for the customer?

4. Was the enrollment cancelled?
5. What rate did the customer agree to? Was if fixed or variable? If fixed, what was the term?
6. Was there a renewal notice?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response

Please provided copies of the following:

1. TPV
2. Sales call and copy of the sales script
3. Welcome letter and terms and conditions
4. Copy of the IP address used and email address if applicable
5. Signed enrollment documents
6. Renewal Notice

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._500t0FKnx0:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Thursday, February 14, 2019 6:09 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252590 [ref:_00Dt0GzXt._500t0FKnx0:ref]
Attachments: [redacted] TPV.mp3; [redacted] Confirmation Pack Electric.pdf
Categories: PUCO Complaint

Hello Shanequa,

Regarding PUCO Case IDs 00252589 and 00252590 for [redacted]

This customer's electric and gas accounts were enrolled in Palmco's supply as a result of a door-to-door solicitation. We're attaching the TPV recording from this enrollment, as well as the confirmation packages mailed out following enrollment.

Palmco began conducting business under its trade name, Indra Energy, in October 2018. Customers were provided with a postcard detailing the change, and this customer continued to be billed under Indra according to the terms of his existing enrollment.

The customer reached out to our Customer Service line on 1/17/2019 to cancel his accounts with Indra. Outbound transactions were submitted to the customer's utilities, and no termination fees were issued. The customer received our gas supply 11/1/17 – 2/4/19, and our electric supply 12/4/17 – 2/6/19.

We have no record of this customer reaching out to us following his enrollment, or at any point prior to his conversation with us in January 2019.

Both of the customer's accounts were enrolled in variable rate plans, with the gas including a three-month introductory rate of 40.5 cents, and the electric a three-month introductory rate of 5.2 cents, after which rates would vary monthly.

Due to the customer's concerns over his recent bills, we'd be willing to adjust the customer's most recent electric and gas bill, to provide the consumer with some financial relief and the effect of an expedited return to his gas and electric utilities. This will result in an adjustment of $250.73 to be sent to AEP (effectively billing his February bill at the rate of 0.0553), and $37.03 sent to Columbia Gas (effectively billing his February bill at the rate of 0.418).

Please let us know if you need anything further. Thank you.

Orpheus Craigue – 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: Monday, February 11, 2019 16:03
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252590 [ref:_00Dt0GzXt._500t0FKnx0:ref]

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

CASE ID: 00252590
CUSTOMER: [redacted]
ADDRESS: [redacted] Cambridge, Ohio 43725
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
Good Afternoon,

Mr. [redacted] contacted the PUCO regarding an enrollment issue.
He states that he spoke with a representative 2 years ago and signed up.
He states within 72 hours he cancelled with the company.
He received opt out notices and contacted both Columbia Gas and Aep and opted out.
December 2018 he noticed that the company is still billing him.
He states the company is currently billing him and he did not authorize this.
He was charged $329.63

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 for the customer?
4. Was the enrollment cancelled?

5. What rate did the customer agree to? Was if fixed or variable? If fixed, what was the term?
6. Was there a renewal notice?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response

Please provided copies of the following:

1. TPV
2. Sales call and copy of the sales script
3. Welcome letter and terms and conditions
4. Copy of the IP address used and email address if applicable
5. Signed enrollment documents
6. Renewal Notice

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._500t0FKnx0:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Wednesday, May 29, 2019 9:12 AM
To: 'Michael Coady'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507643 [ref:_00Dt0GzXt._500t0J1OzF:ref]
Attachments: [redacted] TPV.mp3

Good morning,

Pursuant to the above-captioned complaint, attached is the TPV conducted for the enrollment of the customer's electric account. A final response will be provided within 10 business days of our receipt of this complaint.

Regards,

Compliance

indra ENERGY
www.IndraEnergy.com
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: Tuesday, May 28, 2019 3:02 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507643 [ref:_00Dt0GzXt._500t0J1OzF:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00507643
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] McDermott, Ohio 45652
SERVICE ADDRESS: [redacted] McDermott, Ohio 45652
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer contacted the PUCO for assistance in resolving a billing dispute she has with the company. She says that she never agreed to pay the high rates she has been charged. She also questioned a charge styled "Level Pay Settle Up Charge." She said that she does not understand what this is for. She say that this amount was billed at $113.29.

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. 4901:1-21-11(G).

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._500t0J1OzF:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Monday, June 03, 2019 5:11 PM
To: 'Michael Coady'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507643 [ref:_00Dt0GzXt._500t0J1OzF:ref]
Attachments: [redacted]TPV.mp3; [redacted]Salescall.wav; [redacted] Enrollment Confirmation Electric.pdf

Good afternoon.

The customer's electric account was enrolled on October 2, 2018, via a telephone solicitation, into our variable rate plan at an introductory rate of $0.05200 per kWh for the first two billing cycles, then a variable rate thereafter. Attached is the sales call, the Third-Party Verification voluntarily conducted by the customer acknowledging the terms of the enrollment, and the enrollment confirmation packet, inclusive of the terms and conditions of service, sent to the customer.

On March 18, 2019, the customer requested cancellation of the electric account, which we immediately processed, and the utility provided a service end date of May 9, 2019. Additionally, on May 28, 2019, a credit in the amount of $75.00 was issued to the customer's electric account.

With regards to the customer's inquiry on "level pay settle up charge", this is an amount determined by the utility company as a result of the energy account being on budget billing. For further details, the customer is advised to contact the utility company.

Regards,

Compliance

indra ENERGY
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: Tuesday, May 28, 2019 3:02 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507643 [ref:_00Dt0GzXt._500t0J1OzF:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00507643
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] McDermott, Ohio 45652
SERVICE ADDRESS: [redacted] McDermott, Ohio 45652
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer contacted the PUCO for assistance in resolving a billing dispute she has with the company. She says that she never agreed to pay the high rates she has been charged. She also questioned a charge styled "Level Pay Settle Up Charge." She said that she does not understand what this is for. She say that this amount was billed at $113.29.

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. 4901:1-21-11(G).

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._500t0J1OzF:ref

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

10/29/2018

[redacted]
Mc Dermott, OH 45652

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 **AEP**. You will receive a confirmation notice from **AEP** 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 Numbe[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: **Activated. Your monthly budget installment amount will be evaluated on a quarterly basis.**
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.

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

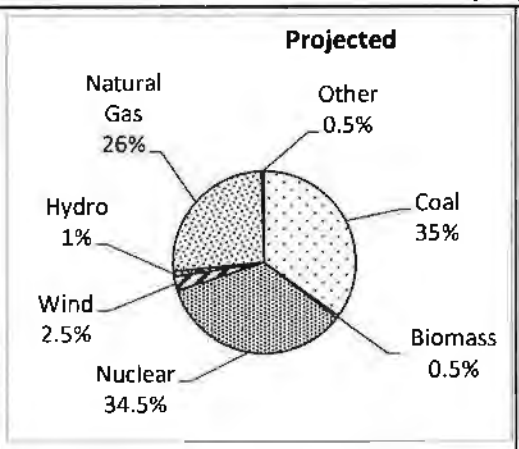
Environmental Disclosure Information – Quarterly Comparisons

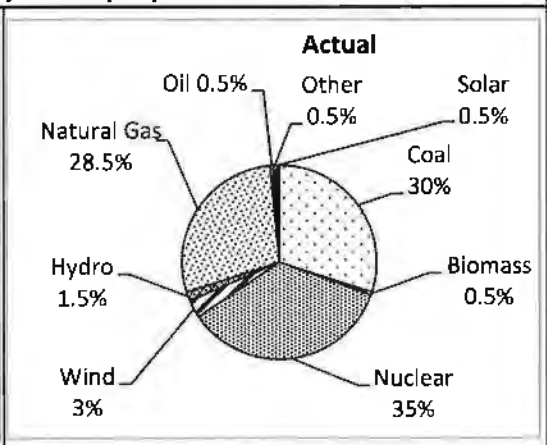
Indra Energy

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.





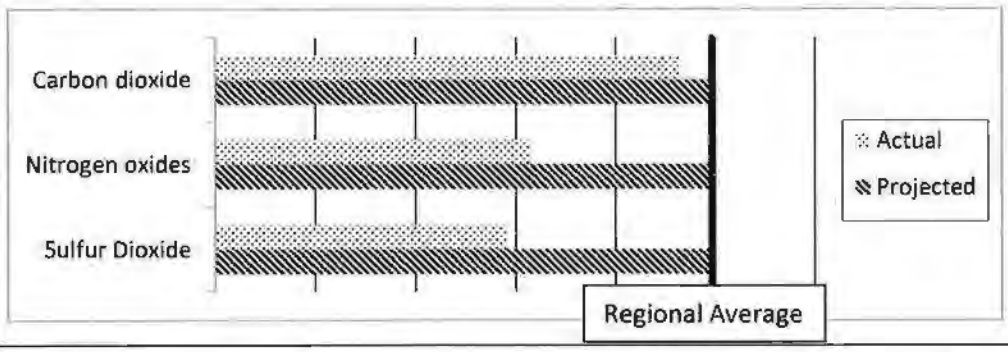
Environmental Characteristics–

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.

Cheryl Smith

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Tuesday, May 28, 2019 3:02 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507643 [ref:_00Dt0GzXt._500t0J1OzF:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00507643
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] McDermott, Ohio 45652
SERVICE ADDRESS: [redacted] McDermott, Ohio 45652
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBER [redacted]
NIC [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:

This customer contacted the PUCO for assistance in resolving a billing dispute she has with the company. She says that she never agreed to pay the high rates she has been charged. She also questioned a charge styled "Level Pay Settle Up Charge." She said that she does not understand what this is for. She say that this amount was billed at $113.29.

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. 4901:1-21-11(G).

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._500t0J1OzF:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 28, 2019 8:17 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255706 [ref:_00Dt0GzXt._500t0FMY8z:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255706
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Ohio 44145
SERVICE ADDRESS: [redacted] Westlake, Ohio 44145
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 stated last week she received a gas bill for $681.13 with Indra as the supplier. She says that her late husband had signed up with this company a few years ago, but he passed away in Sept 2018. He was the one who took care of this type of stuff before he passed.

She called Indra on 2/21/19 to dispute the charges and they told her they would give her a call back, but they never did. She is 87 yrs old and can't pay this high gas bill. Last month her bill was $303 total.

PUCO Question(s):
How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy

of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

Kelly Mabra
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._500t0FMY8z:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, March 5, 2019 5:19 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255706 [ref:_00Dt0GzXt._500t0FMY8z:ref]
Attachments: [redacted]Verification.mp3; [redacted]-Confirmation Pack.pdf; Indra Postcard.pdf

Hello Kelly and the PUCO,

Regarding Case # 00255706, [redacted]

This customer's gas account was enrolled Palmco's variable rate plan on 1/25/17. The enrollment was completed by Mr. Donald Moore, who had contacted our Customer Service line and expressed interest in our service. We've attached the verification recording 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 3/15/17.

Gas Plan: Variable. This included a three-month introductory rate of $0.2998 per Ccf, after which rate would vary month-to-month.

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 them of this brand name change.

On 2/20/19, Ms. [redacted] contacted our Customer Service line to cancel her service with Indra. As a result, an outbound drop transaction was processed, and the customer's utility (Columbia Gas) determined a service end date of 3/18/19. No termination fees were issued for the customer's decision to opt out of our supply.

This account was not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letter was required to be provided to the customer. Additionally, we have no indication that the customer was expecting a follow-up call after she had reached out to cancel her account with us; we're sorry for any inconvenience caused to the customer by this miscommunication.

We have since followed up with the customer. In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we advised her that we are going to rerate the customer's most recent variable gas bill to the rate we have on file for her gas utility ($0.4180), and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to $474.84 for the billing cycle of 1/16/19 – 2/14/19.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/16/2019	2/14/2019	331	$624.27	$0.4180	$138.36	$11.07	$149.43	**$474.84**

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

William Schaaf – Lead Compliance Investigator

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, February 28, 2019 8:17 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255706 [ref:_00Dt0GzXt._500t0FMY8z:ref]

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

CASE ID: 00255706
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: 2[redacted] Westlake, Ohio 44145
SERVICE ADDRESS: [redacted] Westlake, Ohio 44145
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 stated last week she received a gas bill for $681.13 with Indra as the supplier. She says that her late husband had signed up with this company a few years ago, but he passed away in Sept 2018. He was the one who took care of this type of stuff before he passed.

She called Indra on 2/21/19 to dispute the charges and they told her they would give her a call back, but they never did. She is 87 yrs old and can't pay this high gas bill. Last month her bill was $303 total.

PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

Kelly Mabra
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._500t0FMY8z:ref

Orpheus Craigue

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 28, 2019 3:40 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255785 [ref:_00Dt0GzXt._500t0FMZfF:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255785
CUSTOMER: [redacted]
ADDRESS: [redacted] Columbus, Ohio 43223
SERVICE ADDRESS: [redacted] Columbus, Ohio 43223
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: Ms. [redacted] sent the following e-mail:

I received my bill today and Indra Energy wants to charge me $1.74630 per Ccf. I do not even remember having a contract with them

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please send copy of signed contract, TPV and sales call.
4. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
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._500t0FMZfF:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, March 6, 2019 3:20 PM
To: Andrea Smith
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255785 [ref:_00Dt0GzXt._500t0FMZfF:ref]
Attachments: [redacted] TPV.mp3; Indra Postcard.pdf

Categories: PUCO Complaint

Hello - My apologies, I failed to attach the postcard on my first email. Resending with it attached now. Thanks.

Orpheus Craigue – Asst. Compliance Officer

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

www.IndraEnergy.com

From: Orpheus Craigue
Sent: Wednesday, March 6, 2019 15:06
To: Andrea Smith <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255785 [ref:_00Dt0GzXt._500t0FMZfF:ref]

Hello Andrea,

Regarding PUCO Case ID 00255785; [redacted]

We're attaching the TPV recording from this gas enrollment on 10/7/2014 in a variable rate plan as a result of a telephone sale. We're also attaching the postcard sent to customers in October 2018 when Palmco began conducting business under its trade name Indra Energy.

The customer sent us an email on 2/27/2019 with concerns over his account. We attempted to follow up with the customer but were unsuccessful in reaching her. The account was dropped, the customer was added to our internal Do Not Call and Do Not Knock lists, and an adjustment of $346.99 was processed for the customer's most recent bill (1/24/19 – 2/23/19) to rerate to the utility's standard offer (.418).

The customer was not issued any ETFs, and is scheduled to receive one more bill with Indra (end date 3/26/19); we intend on rerating that bill as well, once we receive it.

Thank you.

Orpheus Craigue – Asst. Compliance Officer

1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427#
www.IndraEnergy.com

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 28, 2019 15:40
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255785 [ref:_00Dt0GzXt._500t0FMZfF:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255785
CUSTOMER: [redacted]
ADDRESS: [redacted], Columbus, Ohio 43223
SERVICE ADDRESS: [redacted], Columbus, Ohio 43223
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: Ms. [redacted] sent the following e-mail:

I received my bill today and Indra Energy wants to charge me $1.74630 per Ccf. I do not even remember having a contract with them

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please send copy of signed contract, TPV and sales call.
4. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
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._500t0FMZfF:ref

Thomas Sheehy

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Friday, February 22, 2019 9:49 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254561 [ref:_00Dt0GzXt._500t0FLxzg:ref]

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

CASE ID: 00254561
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Cincinnati, Ohio 45240
SERVICE ADDRESS: [redacted] Cincinnati, Ohio 45240
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Caller is very upset about the extremely high rate they are being billed and denies ever enrolling.

Please provide enrollment TPV, contract terms and conditions and notice the customer would have been sent informing of switch from Palmco to Indra.

Also, please provide drop date and place customer on your "DNC" 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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ref:_00Dt0GzXt._500t0FLxzg:ref

William Schaaf

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 5, 2019 12:28 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254561 [ref:_00Dt0GzXt._500t0FLxzg:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00254561
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Ohio 45240
SERVICE ADDRESS: [redacted] Cincinnati, Ohio 45240
AIQ: Palmco Power 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:

Thank you for the information. To clarify, is the final bill being billed at the utility rate or will a credit be issued after the final bill to reduce the Indra rate to the utility rate?

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._500t0FLxzg:ref

William Schaaf

From: William Schaaf
Sent: Thursday, March 7, 2019 4:52 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254561 [ref:_00Dt0GzXt._500t0FLxzg:ref]

Hello Darita,

Regarding Case # 00254561[redacted]

This customer's final electric invoice is set to be billed at 0.06150, which is the estimated rate we have on file for the customer's electric utility. The customer's final gas bill will be adjusted after the final invoice is rendered.

Let us know if you need anything further. Thanks.

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 [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 5, 2019 12:28 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254561 [ref:_00Dt0GzXt._500t0FLxzg:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00254561
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Cincinnati, Ohio 45240
SERVICE ADDRESS: [redacted] Cincinnati, Ohio 45240
AIQ: Palmco Power 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:

Thank you for the information. To clarify, is the final bill being billed at the utility rate or will a credit be issued after the final bill to reduce the Indra rate to the utility rate?

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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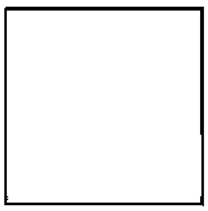

ref:_00Dt0GzXt._500t0FLxzg:ref

William Schaaf

From: William Schaaf
Sent: Wednesday, February 27, 2019 3:30 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254561 [ref:_00Dt0GzXt._500t0FLxzg:ref]
Attachments: [redacted]TPV.MP3; [redacted]Agreement.pdf; [redacted]Confirmation Pack-Electric.pdf; [redacted] Confirmation Pack-Gas.pdf; Indra Postcard.pdf

Hello Darita and the PUCO,

Regarding Case # 00254561 & 00254566, S[redacted]

This customer's gas and electric accounts were enrolled in Palmco's variable rate service on 11/16/17, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 12/27/17.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's accounts in line with the terms of their enrollment.

On 2/21/19, the customer contacted our Customer Service line and requested to cancel their service with Indra. As a result, outbound drop transactions were processed, and service end dates were determined by the customer's utility. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/27/19 and 3/26/19, respectively. No termination fees were issued for cancellation.

The customer did not dispute their enrollment in their recent conversation with our Customer Service staff, and according to our records, the enrollment was authorized by Mr.[redacted] However, as part an effort to ensure customer satisfaction, we proceeded with rerating the customer's most recent gas and electric bills to the rate we have on record for their utilities during this timeframe (42.7 cents for gas, and 6.15 cents for electric). This results in an adjustment of $73.47 to the gas account, and an adjustment of $243.28 to the electric account for the billing cycle of 12/27/18 – 1/28/19. The customer's upcoming final bills are also flagged to be adjusted accordingly. This will ultimately provide the customer with the financial effect of expediting their return to the utility's standard service, making the termination of Indra's supply effective nearly two months before the cancellation request.

This customer has been added our internal DNC list. Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator
indra ENERGY
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Darita Patterson [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, February 22, 2019 9:49 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254561 [ref:_00Dt0GzXt._500t0FLxzg:ref]

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

CASE ID: 00254561
COMPANY:
CUSTOMER: [redacted]
ADDRESS [redacted] Cincinnati, Ohio 45240
SERVICE ADDRESS: [redacted] Cincinnati, Ohio 45240
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Caller is very upset about the extremely high rate they are being billed and denies ever enrolling.

Please provide enrollment TPV, contract terms and conditions and notice the customer would have been sent informing of switch from Palmco to Indra.

Also, please provide drop date and place customer on your "DNC" 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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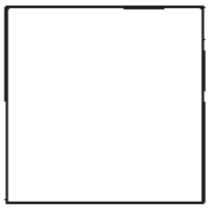

ref:_00Dt0GzXt._500t0FLxzg:ref

Thomas Sheehy

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Friday, February 22, 2019 9:53 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254566 [ref:_00Dt0GzXt._500t0FLyAy:ref]

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

CASE ID: 00254566
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cincinnati, Ohio 45240
SERVICE ADDRESS: [redacted] Cincinnati, Ohio 45240
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:

Caller is very upset about the extremely high rate they are being billed and denies ever enrolling.

Please provide enrollment TPV, contract terms and conditions and notice the customer would have been sent informing of switch from Palmco to Indra.

Also, please provide drop date and place customer on your "DNC" 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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ref:_00Dt0GzXt._500t0FLyAy:ref

William Schaaf

From: William Schaaf
Sent: Wednesday, February 27, 2019 3:30 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254566 [ref:_00Dt0GzXt._500t0ELyAy:ref]
Attachments: [redacted]TPV.MP3; [redacted]Agreement.pdf; [redacted]Confirmation Pack-Electric.pdf; [redacted] Confirmation Pack-Gas.pdf; Indra Postcard.pdf

Hello Darita and the PUCO,

Regarding Case # 00254561 & 00254566, [redacted]

This customer's gas and electric accounts were enrolled in Palmco's variable rate service on 11/16/17, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 12/27/17.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's accounts in line with the terms of their enrollment.

On 2/21/19, the customer contacted our Customer Service line and requested to cancel their service with Indra. As a result, outbound drop transactions were processed, and service end dates were determined by the customer's utility. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/27/19 and 3/26/19, respectively. No termination fees were issued for cancellation.

The customer did not dispute their enrollment in their recent conversation with our Customer Service staff, and according to our records, the enrollment was authorized by Mr. [redacted] However, as part an effort to ensure customer satisfaction, we proceeded with rerating the customer's most recent gas and electric bills to the rate we have on record for their utilities during this timeframe (42.7 cents for gas, and 6.15 cents for electric). This results in an adjustment of $73.47 to the gas account, and an adjustment of $243.28 to the electric account for the billing cycle of 12/27/18 – 1/28/19. The customer's upcoming final bills are also flagged to be adjusted accordingly. This will ultimately provide the customer with the financial effect of expediting their return to the utility's standard service, making the termination of Indra's supply effective nearly two months before the cancellation request.

This customer has been added our internal DNC list. Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator
indra ENERGY
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Darita Patterson [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, February 22, 2019 9:53 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254566 [ref:_00Dt0GzXt._500t0FLyAy:ref]

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

CASE ID: 00254566
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Cincinnati, Ohio 45240
SERVICE ADDRESS: [redacted] Cincinnati, Ohio 45240
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:

Caller is very upset about the extremely high rate they are being billed and denies ever enrolling.

Please provide enrollment TPV, contract terms and conditions and notice the customer would have been sent informing of switch from Palmco to Indra.

Also, please provide drop date and place customer on your "DNC" 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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ref:_00Dt0GzXt._500t0FLyAy:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 5, 2019 3:40 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256914
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Vienna, Ohio [redacted]
SERVICE ADDRESS: [redacted], Vienna, Ohio [redacted]
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:
Good afternoon,

[redacted] contacted the PUCO regarding a rep form your company going to his home. He was informed by the rep that if he agreed to the intro rate the variable rate after would be lower then his gas and electric rates from the distribution company. He said the rep misled him to believe he was going to receive a great rate and would save money. When on the phone with the TPV the rep stayed at his home and was coaching him on what to say, and she was being very pushy. Also, due to his community having a sign stating there is no solicitation your company should not have been at the customers home.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.

A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.
Can you look into the misleading information that was provided to the customer?
If this community has a no solicitation sign before enter, can you explain why your rep was soliciting your company?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler
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._500t0FN6Zu:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, March 11, 2019 10:35 AM
To: Orpheus Craigue
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256914
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Vienna, Ohio [redacted]
SERVICE ADDRESS: [redacted],Vienna, Ohio [redacted]
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:
After your company has calculated the re-rate can you please provide me with the amount and a breakdown?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 3/11/2019 8:58 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]

Hello Samantha,

Regarding PUCO Case ID 00256914; [redacted]

This electric and gas account were enrolled in our service 10/31/2018, as a result of a door-to-door sale. We're attaching the signed agreement and TPV recording from this enrollment. We've also attached the confirmation packets mailed following enrollment.

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 51 cents, after which the rate would vary month-to-month. No ETFs.

The customer reached out to our Customer Service line on 2/26/2019 to cancel his accounts. Ohio Edison established an end date of 3/26/2019 and Dominion established an end date of 3/12/2019.

Neither of the customer's accounts were enrolled in fixed products, and as a result, no renewal letter was required to be provided to the customer.

After reviewing the TPV the customer completed, I do not see any indication that the customer was being coached on how to answer prompts, and he answered a prompt during that TPV to confirm that the sales agent had left the premises. Nonetheless, we take the concerns raised here seriously; in addition to not remaining on premises during a TPV, sales agents are required to explain all aspects of any fixed or variable products they are selling, and should not continue to pursue customers if they come across a sign that prohibits soliciting. We have reached out to the sales vendor who employs this agent, and we are currently waiting for their feedback.

Due to the customer's confusion regarding Indra's variable products, and due to any inconvenience the customer may have experienced during his sales experience, we'd be willing to rerate the customer's most recent and upcoming bills; this would provide the customer with the financial effect of a more expedited return to his utilities immediately following the introductory period of his electric and gas plans. We will plan

to calculate and proceed with this rerate, unless you would rather provide the information for us in order to calculate this adjustment to apply to the customer's accounts.

Thank you.

Orpheus Craigue – 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: Monday, March 11, 2019 08:12
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu: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: 00256914
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Vienna, Ohio [redacted]
SERVICE ADDRESS: [redacted], Vienna, Ohio [redacted]
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:
An initial complaint was sent to you on March 5. Please review the customer's concerns and respond within three business days.

Sincerely,

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

---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 3/5/2019 3:40 PM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric & Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256914

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Vienna, Ohio [redacted]

SERVICE ADDRESS: [redacted], Vienna, Ohio [redacted]

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:

Good afternoon,

[redacted] contacted the PUCO regarding a rep form your company going to his home. He was informed by the rep that if he agreed to the intro rate the variable rate after would be lower then his gas and electric rates from the distribution company. He said the rep misled him to believe he was going to receive a great rate and would save money. When on the phone with the TPV the rep stayed at his home and was coaching him on what to say, and she was being very pushy. Also, due to his community having a sign stating there is no solicitation your company should not have been at the customers home.

Please provide the following:

If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.
Can you look into the misleading information that was provided to the customer?
If this community has a no solicitation sign before enter, can you explain why your rep was soliciting your company?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0FN6Zu:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Monday, March 11, 2019 5:50 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]

Categories: PUCO Complaint

Hello,

Please find our calculations for [redacted] accounts below, and let us know if you need anything further. Have a great day, thanks!

Gas:

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/1/19	3/4/19	133	$ 246.53	0.29250	38.90	2.63	41.53	**$ 205.00**

Electric:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/26/19	2/23/19	389	$ 77.96	0.05440	21.16	**$ 56.80**

Orpheus Craigue – 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: Monday, March 11, 2019 10:35
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256914

COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Vienna, Ohio [redacted]
SERVICE ADDRESS: [redacted] Vienna, Ohio [redacted]
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:
After your company has calculated the re-rate can you please provide me with the amount and a breakdown?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 3/11/2019 8:58 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]

Hello Samantha,

Regarding PUCO Case ID 00256914; [redacted]

This electric and gas account were enrolled in our service 10/31/2018, as a result of a door-to-door sale. We're attaching the signed agreement and TPV recording from this enrollment. We've also attached the confirmation packets mailed following enrollment.

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 51 cents, after which the rate would vary month-to-month. No ETFs.

The customer reached out to our Customer Service line on 2/26/2019 to cancel his accounts. Ohio Edison established an end date of 3/26/2019 and Dominion established an end date of 3/12/2019.

Neither of the customer's accounts were enrolled in fixed products, and as a result, no renewal letter was required to be provided to the customer.

After reviewing the TPV the customer completed, I do not see any indication that the customer was being coached on how to answer prompts, and he answered a prompt during that TPV to confirm that the sales agent had left the premises. Nonetheless, we take the concerns raised here seriously; in addition to not remaining on premises during a TPV, sales agents are required to explain all aspects of any fixed or variable products they are selling, and should not continue to pursue customers if they come across a sign that prohibits soliciting. We have reached out to the sales vendor who employs this agent, and we are currently waiting for their feedback.

Due to the customer's confusion regarding Indra's variable products, and due to any inconvenience the customer may have experienced during his sales experience, we'd be willing to rerate the customer's most recent and upcoming bills; this would provide the customer with the financial effect of a more expedited return to his utilities immediately following the introductory period of his electric and gas plans. We will plan to calculate and proceed with this rerate, unless you would rather provide the information for us in order to calculate this adjustment to apply to the customer's accounts.

Thank you.

Orpheus Craigue – 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: Monday, March 11, 2019 08:12
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu: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: 00256914
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted],
Vienna, Ohio [redacted]
SERVICE ADDRESS: [redacted] Vienna, Ohio [redacted]
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:
An initial complaint was sent to you on March 5. Please review the customer's concerns and respond within three business days.

Sincerely,

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

---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 3/5/2019 3:40 PM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric & Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256914

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Vienna, Ohio [redacted]

SERVICE ADDRESS: [redacted], Vienna, Ohio [redacted]

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:

Good afternoon,

[redacted] contacted the PUCO regarding a rep form your company going to his home. He was informed by the rep that if he agreed to the intro rate the variable rate after would be lower then his gas and electric rates from the distribution company. He said the rep misled him to believe he was going to receive a great rate and would save money. When on the phone with the TPV the rep stayed at his home and was coaching him on what to say, and she was being very pushy. Also, due to his community having a sign stating there is no solicitation your company should not have been at the customers home.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.
Can you look into the misleading information that was provided to the customer?
If this community has a no solicitation sign before enter, can you explain why your rep was soliciting your company?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0FN6Zu:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Monday, March 11, 2019 8:59 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]
Attachments: [redacted] pdf; CULVER - TPV.mp3; [redacted] - Confirmation Pack Electric.pdf; [redacted] - Confirmation Pack Gas.pdf

Categories: PUCO Complaint

Hello Samantha,

Regarding PUCO Case ID 00256914; [redacted]

This electric and gas account were enrolled in our service 10/31/2018, as a result of a door-to-door sale. We're attaching the signed agreement and TPV recording from this enrollment. We've also attached the confirmation packets mailed following enrollment.

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 51 cents, after which the rate would vary month-to-month. No ETFs.

The customer reached out to our Customer Service line on 2/26/2019 to cancel his accounts. Ohio Edison established an end date of 3/26/2019 and Dominion established an end date of 3/12/2019.

Neither of the customer's accounts were enrolled in fixed products, and as a result, no renewal letter was required to be provided to the customer.

After reviewing the TPV the customer completed, I do not see any indication that the customer was being coached on how to answer prompts, and he answered a prompt during that TPV to confirm that the sales agent had left the premises. Nonetheless, we take the concerns raised here seriously; in addition to not remaining on premises during a TPV, sales agents are required to explain all aspects of any fixed or variable products they are selling, and should not continue to pursue customers if they come across a sign that prohibits soliciting. We have reached out to the sales vendor who employs this agent, and we are currently waiting for their feedback.

Due to the customer's confusion regarding Indra's variable products, and due to any inconvenience the customer may have experienced during his sales experience, we'd be willing to rerate the customer's most recent and upcoming bills; this would provide the customer with the financial effect of a more expedited return to his utilities immediately following the introductory period of his electric and gas plans. We will plan to calculate and proceed with this rerate, unless you would rather provide the information for us in order to calculate this adjustment to apply to the customer's accounts.

Thank you.

Orpheus Craigue – 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: Monday, March 11, 2019 08:12
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu: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: 00256914
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted],
Vienna, Ohio [redacted]
SERVICE ADDRESS: [redacted], Vienna, Ohio [redacted]
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:
An initial complaint was sent to you on March 5. Please review the customer's concerns and respond within three business days.

Sincerely,

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

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

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 3/5/2019 3:40 PM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ref:_00Dt0GzXt._500t0FN6Zu:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric & Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256914

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Vienna, Ohio [redacted]

SERVICE ADDRESS: [redacted] Vienna, Ohio [redacted]

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:

Good afternoon,

[redacted] contacted the PUCO regarding a rep form your company going to his home. He was informed by the rep that if he agreed to the intro rate the variable rate after would be lower then his gas and electric rates from the distribution company. He said the rep misled him to believe he was going to receive a great rate and would save money. When on the phone with the TPV the rep stayed at his home and was coaching him on what to say, and she was being very pushy. Also, due to his community having a sign stating there is no solicitation your company should not have been at the customers home.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.
Can you look into the misleading information that was provided to the customer?
If this community has a no solicitation sign before enter, can you explain why your rep was soliciting your company?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0FN6Zu:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, January 16, 2019 1:19 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00247294
CUSTOMER: [redacted]
ADDRESS: [redacted], Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
AIQ: Palmco Power 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:

Good afternoon.

According to [redacted], when she was marketed for service by Palmco, she was told the monthly variable rate would never be much higher than the initial one month fixed rate of $0.052 per kwh. Recently, she received a billing in which the rate billed by Palmco was $0.196 per kwh. [redacted] states Palmco provided false and misleading information to obtain her agreement to enroll with the supplier. She would like a re-rate of all charges billed by Palmco to $0.052 per kwh.

Please review this enrollment and advise:

1. When, how, and by whom the enrollment for service was completed.
2. If Palmco has received a request from [redacted] to cancel the enrollment and issue a re-rate to the billed charges. If so, on what date was

the drop order submitted to the EDU and what is the amount of the rerate to be issued.

Additionally, please provide copies of all enrollment materials, including:

1. The sales call
2. The TPV.
3. The signed enrollment agreement.
4. The Welcome Letter issued to the consumer.

Thank you.

Sincerely,

Christina Cassady
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._500t0EfUCy:ref

William Schaaf

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, January 31, 2019 10:10 AM
To: William Schaaf
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]

Good morning.

As this was a door to door sales transaction, please provide a copy of the sales script utilized to enroll this customer.

Additionally, please specifically explain what zonal locational marginal price, agency functions PALMco performed, line loss, compliance costs, transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins were applied to the calculation of this customer's rate per kWh for all billing periods applicable to this customer.

Thank you.

Sincerely,

Christina Cassady
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.

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/18/2019 5:18 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]

Hello Christina,

Regarding PUCO Case ID 00247294; [redacted]

[redacted] gas and electric accounts were enrolled in Palmco's service on 8/25/2018, as the result of a door-to-door visit. We've attached [redacted] TPV recording authorizing this enrollment, as well as the confirmation packets sent following enrollment.

On the TPV completed, the customer agreed to a number of pricing prompts confirming her understanding and acceptance of the terms of her enrollment. The customer answered yes to pricing prompts including "Palmco will be selling you natural gas at the introductory price of $2.60 per Mcf for your first two bills" and "Palmco will be selling you electricity at the introductory price of 5.2 cents per kwh for you first two bills" and "Beginning with your third bill, the price you pay for [natural gas and electricity] may vary from month to month… and may be higher or lower than the utility's price in any given month. There are no guaranteed savings."

As part of our Quality Control processes, we attempted to reach out to the customer on 8/29/2018 and 8/30/2018, with a routine follow-up call; we were only able to leave messages for the customer at the time, but our Customer Service staff later received a call from [redacted] on 9/7/2018. At that time, she corrected the gas account number so that enrollment could be resubmitted (after it had initially been entered with a data entry error). Both accounts began receiving service under Palmco and continued to be serviced by us after we started conducting business under our trade name, Indra Energy, in October 2018.

The customer reached out to our Customer Service line on 1/10/2019 and requested to cancel their service with Indra. Dominion has established a gas service end date of 1/26/2019 and Ohio Power has established an electric service end date of 1/26/2019. The customer was not charged any termination fees for her decision to opt out of Indra's supply.

No rerates have been offered or provided to the customer for either of her accounts. The customer has been billed according to the terms of her gas and electric enrollments from August 2018, and upon her request to opt out of receiving our supply, the customer was returned to her incumbent utilities, with no penalty for cancellation.

Thank you.

William Schaaf – Lead Compliance Investigator

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: Wednesday, January 16, 2019 1:19 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00247294

CUSTOMER: [redacted]

ADDRESS: [redacted], Canton, Ohio [redacted]

SERVICE ADDRESS: [redacted], Canton, Ohio [redacted]

AIQ: Palmco Power 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:

Good afternoon.

According to [redacted], when she was marketed for service by Palmco, she was told the monthly variable rate would never be much higher than the initial one month fixed rate of $0.052 per kwh. Recently, she received a billing in which the rate billed by Palmco was $0.196 per kwh. [redacted] states Palmco provided false and misleading information to obtain her agreement to enroll with the supplier. She would like a re-rate of all charges billed by Palmco to $0.052 per kwh.

Please review this enrollment and advise:

1. When, how, and by whom the enrollment for service was completed.
2. If Palmco has received a request from [redacted] to cancel the enrollment and issue a re-rate to the billed charges. If so, on what date was the drop order submitted to the EDU and what is the amount of the rerate to be issued.

Additionally, please provide copies of all enrollment materials, including:

1. The sales call
2. The TPV.
3. The signed enrollment agreement.
4. The Welcome Letter issued to the consumer.

Thank you.

Sincerely,

Christina Cassady

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._500t0EfUCy:ref

William Schaaf

From:	William Schaaf
Sent:	Wednesday, February 6, 2019 9:35 AM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]
Attachments:	Final Indra D2D Master Sales Script.pdf

Hello Christina,

Regarding your follow up to PUCO Case ID 00247294, [redacted]:

Attached here is our D2D Master Sales Script, which covers Ohio and other markets.

The variable price is based upon the components described in the variable rate methodology, which is compliant with PUCO regulations. The "Natural Gas and/or Electric Supply Price Disclosures" in our terms state that there is no limit on how much the variable price of electric supply service may change from one billing cycle to the next, that the variable price may be higher or lower than the utility's standard offer service rate in any given month, that there is no guarantee of savings, that current and historical prices are not an indicator of future prices, and also that consumers can access variable pricing information by visiting this webpage: https://IndraEnergy.com/ohio/ohio-variable-rates/.

William Schaaf – Lead Compliance Investigator

indra ENERGY

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, January 31, 2019 10:10 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]

Good morning.

As this was a door to door sales transaction, please provide a copy of the sales script utilized to enroll this customer.

Additionally, please specifically explain what zonal locational marginal price, agency functions PALMco performed, line loss, compliance costs, transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins were applied to the calculation of this customer's rate per kWh for all billing periods applicable to this customer.

Thank you.

Sincerely,

Christina Cassady
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.

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/18/2019 5:18 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]

Hello Christina,

Regarding PUCO Case ID 00247294; Maria Cunningham:

[redacted] and electric accounts were enrolled in Palmco's service on 8/25/2018, as the result of a door-to-door visit. We've attached Ms. Cunningham's TPV recording authorizing this enrollment, as well as the confirmation packets sent following enrollment.

On the TPV completed, the customer agreed to a number of pricing prompts confirming her understanding and acceptance of the terms of her enrollment. The customer answered yes to pricing prompts including "Palmco will be selling you natural gas at the introductory price of $2.60 per Mcf for your first two bills" and "Palmco will be selling you electricity at the introductory price of 5.2 cents per kwh for you first two bills" and "Beginning with your third bill, the price you pay for [natural gas and electricity] may vary from month to month… and may be higher or lower than the utility's price in any given month. There are no guaranteed savings."

As part of our Quality Control processes, we attempted to reach out to the customer on 8/29/2018 and 8/30/2018, with a routine follow-up call; we were only able to leave messages for the customer at the time, but our Customer Service staff later received a call from [redacted] on 9/7/2018. At that time, she corrected the gas account number so that enrollment could be resubmitted (after it had initially been entered with a data entry error). Both accounts began receiving service under Palmco and continued to be serviced by us after we started conducting business under our trade name, Indra Energy, in October 2018.

The customer reached out to our Customer Service line on 1/10/2019 and requested to cancel their service with Indra. Dominion has established a gas service end date of 1/26/2019 and Ohio Power has established an electric service end date of 1/26/2019. The customer was not charged any termination fees for her decision to opt out of Indra's supply.

No rerates have been offered or provided to the customer for either of her accounts. The customer has been billed according to the terms of her gas and electric enrollments from August 2018, and upon her request to opt out of receiving our supply, the customer was returned to her incumbent utilities, with no penalty for cancellation.

Thank you.

William Schaaf – Lead Compliance Investigator

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: Wednesday, January 16, 2019 1:19 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00247294

CUSTOMER: [redacted]

ADDRESS: [redacted], Canton, Ohio [redacted]

SERVICE ADDRESS: [redacted], Canton, Ohio [redacted]

AIQ: Palmco Power 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:

Good afternoon.

According to [redacted] when she was marketed for service by Palmco, she was told the monthly variable rate would never be much higher than the initial one month fixed rate of $0.052 per kwh. Recently, she received a billing in which the rate billed by Palmco was $0.196 per kwh. [redacted]tates Palmco provided false and misleading information to obtain her agreement to enroll with the supplier. She would like a re-rate of all charges billed by Palmco to $0.052 per kwh.

Please review this enrollment and advise:

1. When, how, and by whom the enrollment for service was completed.

2. If Palmco has received a request from [redacted] to cancel the enrollment and issue a re-rate to the billed charges. If so, on what date was the drop order submitted to the EDU and what is the amount of the rerate to be issued.

Additionally, please provide copies of all enrollment materials, including:

1. The sales call
2. The TPV.
3. The signed enrollment agreement.
4. The Welcome Letter issued to the consumer.

Thank you.

Sincerely,

Christina Cassady

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._500t0EfUCy:ref

William Schaaf

From: William Schaaf
Sent: Friday, January 18, 2019 5:19 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]
Attachments: [redacted] - TPV.MP3; [redacted] - Confirmation Pack Electric.pdf; [redacted] - Confirmation Pack Gas.pdf

Hello Christina,

Regarding PUCO Case ID 00247294; [redacted]:

[redacted] gas and electric accounts were enrolled in Palmco's service on 8/25/2018, as the result of a door-to-door visit. We've attached [redacted] TPV recording authorizing this enrollment, as well as the confirmation packets sent following enrollment.

On the TPV completed, the customer agreed to a number of pricing prompts confirming her understanding and acceptance of the terms of her enrollment. The customer answered yes to pricing prompts including "Palmco will be selling you natural gas at the introductory price of $2.60 per Mcf for your first two bills" and "Palmco will be selling you electricity at the introductory price of 5.2 cents per kwh for you first two bills" and "Beginning with your third bill, the price you pay for [natural gas and electricity] may vary from month to month... and may be higher or lower than the utility's price in any given month. There are no guaranteed savings."

As part of our Quality Control processes, we attempted to reach out to the customer on 8/29/2018 and 8/30/2018, with a routine follow-up call; we were only able to leave messages for the customer at the time, but our Customer Service staff later received a call from [redacted] on 9/7/2018. At that time, she corrected the gas account number so that enrollment could be resubmitted (after it had initially been entered with a data entry error). Both accounts began receiving service under Palmco and continued to be serviced by us after we started conducting business under our trade name, Indra Energy, in October 2018.

The customer reached out to our Customer Service line on 1/10/2019 and requested to cancel their service with Indra. Dominion has established a gas service end date of 1/26/2019 and Ohio Power has established an electric service end date of 1/26/2019. The customer was not charged any termination fees for her decision to opt out of Indra's supply.

No rerates have been offered or provided to the customer for either of her accounts. The customer has been billed according to the terms of her gas and electric enrollments from August 2018, and upon her request to opt out of receiving our supply, the customer was returned to her incumbent utilities, with no penalty for cancellation.

Thank you.

William Schaaf – Lead Compliance Investigator

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: Wednesday, January 16, 2019 1:19 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247294 [ref:_00Dt0GzXt._500t0EfUCy:ref]

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

CASE ID: 00247294
CUSTOMER: [redacted]
ADDRESS: [redacted], Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted], Canton, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon.

According to [redacted], when she was marketed for service by Palmco, she was told the monthly variable rate would never be much higher than the initial one month fixed rate of $0.052 per kwh. Recently, she received a billing in which the rate billed by Palmco was $0.196 per kwh. [redacted] states Palmco provided false and misleading information to obtain her agreement to enroll with the supplier. She would like a re-rate of all charges billed by Palmco to $0.052 per kwh.

Please review this enrollment and advise:

1. When, how, and by whom the enrollment for service was completed.
2. If Palmco has received a request from [redacted] to cancel the enrollment and issue a re-rate to the billed charges. If so, on what date was the drop order submitted to the EDU and what is the amount of the rerate to be issued.

Additionally, please provide copies of all enrollment materials, including:

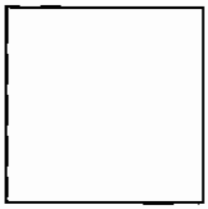
1. The sales call
2. The TPV.
3. The signed enrollment agreement.
4. The Welcome Letter issued to the consumer.

Thank you.

Sincerely,

Christina Cassady
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._500t0EfUCy:ref

Thomas Sheehy

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, January 25, 2019 2:07 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

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

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
AIQ: Palmco Power 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:
Good afternoon,

[redacted] contacted the PUCO regarding the rate on his bill. He stated that his bill has increased dramatically and is being informed it is due to the rate your company is charging him.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler
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._500t0EhAey:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, January 31, 2019 10:46 AM
To: Orpheus Craigue
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Northwest,Canton, Ohio [redacted]
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:
In the sales call the rep informs the customer many times that the rate will be lower in the spring and fall. Also, that even though he will only have a fixed rate for two months your company will show for the best rate for him that is available in the choice program. Can you please explain to me how this information is true and not misleading to the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 1/30/2019 11:13 AM

To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello Samantha,

Regarding PUCO Case ID 249463; Richard Curtis:

[redacted] enrolled his electric account in Palmco's supply service on 2/6/2018. We've attached the TPV recording and sales audio from this enrollment, as well as the confirmation packet mailed to the customer shortly thereafter. The customer was billed according to the terms of the variable plan he enrolled in, with rates that could vary from month to month following a two-month introductory rate of 5.1 cents per kWh.

In October 2018, Palmco began conducting business under its trade name, Indra Energy.

The customer reached out to our Customer Service line on 1/24/19 and 1/25/19 to discuss his account. The customer declined an offer to switch his variable service to a fixed rate plan, and instead requested to cancel his service with Indra. An outbound drop was submitted, and AEP established a service end date of 2/15/2019. No termination fees were issued for the customer's decision to opt out of our supply. [redacted] enrolled nearly a year ago and until recently was seemingly pleased with the service he was receiving. As it's clear [redacted] was dissatisfied with recent service, we'll provide him with a rerate of his upcoming final bill to effectively expedite his return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Because the customer enrolled in a month-to-month variable plan and not a fixed rate contract, he was not provided with any renewal letter.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – 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, January 25, 2019 14:07
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00249463

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Canton, Ohio [redacted]

SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]

AIQ: Palmco Power 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:

Good afternoon,

[redacted] contacted the PUCO regarding the rate on his bill. He stated that his bill has increased dramatically and is being informed it is due to the rate your company is charging him.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0EhAey:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 6, 2019 10:53 AM
To: Orpheus Craigue
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted],Canton, Ohio [redacted]
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:
"we shop for you on a month-to-month basis to get you the best available rate we can offer." Can you explain as to how your company provided the customer with the best rate available during the variable rates?
Due to feeling the information provided was misleading, would your company be willing to re-rate the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/5/2019 8:20 PM

To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello Samantha,

Regarding your follow up to PUCO Case ID 249463, [redacted]:

The statement regarding prices fluctuating seasonally is true in general. Energy costs fluctuate constantly, and prices tend to increase during the summer and winter and dip during the fall and spring.

The agent stated of the variable offer, "we shop for you on a month-to-month basis to get you the best available rate we can offer." The agent also alludes to the fact that there are no cancellation fees with the variable offer, and that when offering a product subject to market conditions and volatility without any fees to cancel, it's in the company's best interest to provide a product that customers find satisfactory and that meets their needs. I don't believe the agent's statement was misleading because that is true: it is in the company's best interest to maintain and grow a customer base by providing the best we can offer and meeting customer needs.

[redacted] first enrolled on 2/6/2018, and didn't call us to express dissatisfaction until 1/24/2019. He received our service uninterrupted for nearly a year without having any issues. Considering that, it appears that he was a satisfied customer for some time, but unfortunately we were unable maintain that level of satisfaction. We do hope to engender some sense of good will as he leaves our supply services, though, and as a result planned to rerate [redacted] upcoming final bill to what his utility would have charged him, providing the effect of an expedited return to standard service.

Please let us know if you would like to discuss further.

Orpheus Craigue – 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: Thursday, January 31, 2019 10:46
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
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:
In the sales call the rep informs the customer many times that the rate will be lower in the spring and fall. Also, that even though he will only have a fixed rate for two months your company will show for the best rate for him that is available in the choice program. Can you please explain to me how this information is true and not misleading to the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 1/30/2019 11:13 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello 5amantha,

Regarding PUCO Case ID 249463; [redacted]

[redacted] enrolled his electric account in Palmco's supply service on 2/6/2018. We've attached the TPV recording and sales audio from this enrollment, as well as the confirmation packet mailed to the customer shortly thereafter. The customer was billed according to the terms of the variable plan he enrolled in, with rates that could vary from month to month following a two-month introductory rate of 5.1 cents per kWh.

In October 2018, Palmco began conducting business under its trade name, Indra Energy.

The customer reached out to our Customer Service line on 1/24/19 and 1/25/19 to discuss his account. The customer declined an offer to switch his variable service to a fixed rate plan, and instead requested to cancel his service with Indra. An outbound drop was submitted, and AEP established a service end date of 2/15/2019. No termination fees were issued for the customer's decision to opt out of our supply. [redacted] enrolled nearly a year ago and until recently was seemingly pleased with the service he was receiving. As it's clear [redacted] was dissatisfied with recent service, we'll provide him with a rerate of his upcoming final bill to effectively expedite his return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Because the customer enrolled in a month-to-month variable plan and not a fixed rate contract, he was not provided with any renewal letter.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – 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, January 25, 2019 14:07
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00249463

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Canton, Ohio [redacted]

SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]

AIQ: Palmco Power 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:

Good afternoon,

[redacted] contacted the PUCO regarding the rate on his bill. He stated that his bill has increased dramatically and is being informed it is due to the rate your company is charging him.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0EhAey:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Thursday, February 14, 2019 5:32 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Categories: PUCO Complaint

Samantha,

Regarding case 00249463,[redacted]

In response to your concern we will refer to the terminology listed further below which is included in our Terms and Conditions. We don't believe the statement in itself was misleading because it is in the company's best interest to maintain and grow a customer base by providing the best we can offer and meeting customer needs.

With that said, we understand the customer was upset over her recent bill related to her variable supply. In the interest of resolving the customer's concerns, in addition to rerating the customer's final bill, we'd be happy to extend a rerate the customer's January bill (12/13/18 – 1/16/19) to the same rate of 0.0553, amounting to an adjustment of $399.90. This will provide the customer with the effect of having stopped receiving Indra's variable rate as of 12/13/18, more than a month prior to the date she first raised concerns over her service.

Indra's Variable Electric rate is determined according to the following criteria, taken from Indra's Terms & Conditions:
"You will pay a variable rate for electric supply service thot 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 ond renewable energy requirements, market conditions, expenses and margins."

The following Price Disclosure is also included in Indra's Terms & Conditions:
"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."

We hope you find this to be an agreeable resolution to the matter at hand. Thank you.

Orpheus Craigue – 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: Tuesday, February 12, 2019 08:35
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey: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: 00249463
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
AIQ: Palmco Power 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:

A follow up was sent to you on February 6. Please review the customer's concerns and respond within three business days.

Sincerely,

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

---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 2/6/2019 10:53 AM
To: ocraigue@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
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:
"we shop for you on a month-to-month basis to get you the best available rate we can offer." Can you explain as to how your company provided the customer with the best rate available during the variable rates?
Due to feeling the information provided was misleading, would your company be willing to re-rate the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/5/2019 8:20 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello Samantha,

Regarding your follow up to PUCO Case ID 249463, [redacted]

The statement regarding prices fluctuating seasonally is true in general. Energy costs fluctuate constantly, and prices tend to increase during the summer and winter and dip during the fall and spring.

The agent stated of the variable offer, "we shop for you on a month-to-month basis to get you the best available rate we can offer." The agent also alludes to the fact that there are no cancellation fees with the variable offer, and that when offering a product subject to market conditions and volatility without any fees to cancel, it's in the company's best interest to provide a product that customers find satisfactory and that meets their needs. I don't believe the agent's statement was misleading because that is true: it is in the company's best interest to maintain and grow a customer base by providing the best we can offer and meeting customer needs.

[redacted] first enrolled on 2/6/2018, and didn't call us to express dissatisfaction until 1/24/2019. He received our service uninterrupted for nearly a year without having any issues. Considering that, it appears that he was a satisfied customer for some time, but unfortunately we were unable maintain that level of satisfaction. We do hope to engender some sense of good will as he leaves our supply services, though, and as a result planned to rerate [redacted] upcoming final bill to what his utility would have charged him, providing the effect of an expedited return to standard service.

Please let us know if you would like to discuss further.

Orpheus Craigue – 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: Thursday, January 31, 2019 10:46
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted],Canton, Ohio [redacted]
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:
In the sales call the rep informs the customer many times that the rate will be lower in the spring and fall. Also, that even though he will only have a fixed rate for two months your company will show for the best rate for him that is available in the choice program. Can you please explain to me how this information is true and not misleading to the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 1/30/2019 11:13 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello Samantha,

Regarding PUCO Case ID 249463; [redacted]:

[redacted] enrolled his electric account in Palmco's supply service on 2/6/2018. We've attached the TPV recording and sales audio from this enrollment, as well as the confirmation packet mailed to the customer shortly thereafter. The customer was billed according to the terms of the variable plan he enrolled in, with rates that could vary from month to month following a two-month introductory rate of 5.1 cents per kWh.

In October 2018, Palmco began conducting business under its trade name, Indra Energy.

The customer reached out to our Customer Service line on 1/24/19 and 1/25/19 to discuss his account. The customer declined an offer to switch his variable service to a fixed rate plan, and instead requested to cancel his service with Indra. An outbound drop was submitted, and AEP established a service end date of 2/15/2019. No termination fees were issued for the customer's decision to opt out of our supply. [redacted] enrolled nearly a year ago and until recently was seemingly pleased with the service he was receiving. As it's clear [redacted] was dissatisfied with recent service, we'll provide him with a rerate of his upcoming final bill to effectively expedite his return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Because the customer enrolled in a month-to-month variable plan and not a fixed rate contract, he was not provided with any renewal letter.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – 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, January 25, 2019 14:07
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00249463

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Canton, Ohio [redacted]

SERVICE ADDRESS: [redacted], Canton, Ohio [redacted]

AIQ: Palmco Power 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:

Good afternoon,

[redacted] contacted the PUCO regarding the rate on his bill. He stated that his bill has increased dramatically and is being informed it is due to the rate your company is charging him.

Please provide the following:
If a sales call, the recording.

If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0EhAey:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 20, 2019 12:37 PM
To: Orpheus Craigue
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
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:

I understand what is stated in the terms and conditions but that is not available for a customer when receiving a solicitation call about your company. I the call the customer is informed that when the account goes to a variable rate, "we shop for you on a month-to-month basis to get you the best available rate we can offer." Also, when going to the rates for your company for the variable these are not any of the rates the customer received from your company.

Again, would your company be willing to re-rate the customer while he was on a variable rate with your company?

Any credit that is provided to the customer I am requesting your company provide me with the breakdown of the amount.

Sincerely,

Samantha Boerstler
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/14/2019 5:32 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Samantha,

Regarding case 00249463, [redacted]

In response to your concern we will refer to the terminology listed further below which is included in our Terms and Conditions. We don't believe the statement in itself was misleading because it is in the company's best interest to maintain and grow a customer base by providing the best we can offer and meeting customer needs.

With that said, we understand the customer was upset over her recent bill related to her variable supply. In the interest of resolving the customer's concerns, in addition to rerating the customer's final bill, we'd be happy to extend a rerate the customer's January bill (12/13/18 – 1/16/19) to the same rate of 0.0553, amounting to an adjustment of $399.90. This will provide the customer with the effect of having stopped receiving Indra's variable rate as of 12/13/18, more than a month prior to the date she first raised concerns over her service.

Indra's Variable Electric rate is determined according to the following criteria, taken from Indra's Terms & Conditions:

"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."

The following Price Disclosure is also included in Indra's Terms & Conditions:

"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."

We hope you find this to be an agreeable resolution to the matter at hand. Thank you.

Orpheus Craigue – 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: Tuesday, February 12, 2019 08:35
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._S00t0EhAey: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: 00249463
COMPANY:
CUSTOMER:[redacted]
ADDRESS:[redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted],Canton, Ohio [redacted]
AIQ: Palmco Power 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:

A follow up was sent to you on February 6. Please review the customer's concerns and respond within three business days.

Sincerely,

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

---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 2/6/2019 10:53 AM
To: ocraigue@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
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:
"we shop for you on a month-to-month basis to get you the best available rate we can offer." Can you explain as to how your company provided the customer with the best rate available during the variable rates?
Due to feeling the information provided was misleading, would your company be willing to re-rate the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/5/2019 8:20 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello Samantha,

Regarding your follow up to PUCO Case ID 249463, [redacted]

The statement regarding prices fluctuating seasonally is true in general. Energy costs fluctuate constantly, and prices tend to increase during the summer and winter and dip during the fall and spring.

The agent stated of the variable offer, "we shop for you on a month-to-month basis to get you the best available rate we can offer." The agent also alludes to the fact that there are no cancellation fees with the variable offer, and that when offering a product subject to market conditions and volatility without any fees to cancel, it's in the company's best interest to provide a product that customers find satisfactory and that meets their needs. I don't believe the agent's statement was misleading because that is true: it is in the company's best interest to maintain and grow a customer base by providing the best we can offer and meeting customer needs.

[redacted] first enrolled on 2/6/2018, and didn't call us to express dissatisfaction until 1/24/2019. He received our service uninterrupted for nearly a year without having any issues. Considering that, it appears that he was a satisfied customer for some time, but unfortunately we were unable maintain that level of satisfaction. We do hope to engender some sense of good will as he leaves our supply services, though, and as a result planned to rerate [redacted] upcoming final bill to what his utility would have charged him, providing the effect of an expedited return to standard service.

Please let us know if you would like to discuss further.

Orpheus Craigue – 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: Thursday, January 31, 2019 10:46
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]

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:
In the sales call the rep informs the customer many times that the rate will be lower in the spring and fall. Also, that even though he will only have a fixed rate for two months your company will show for the best rate for him that is available in the choice program. Can you please explain to me how this information is true and not misleading to the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 1/30/2019 11:13 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello Samantha,

Regarding PUCO Case ID 249463;[redacted]:

[redacted]enrolled his electric account in Palmco's supply service on 2/6/2018. We've attached the TPV recording and sales audio from this enrollment, as well as the confirmation packet mailed to the customer shortly thereafter. The customer was billed according to the terms of the variable plan he enrolled in, with rates that could vary from month to month following a two-month introductory rate of 5.1 cents per kWh.

In October 2018, Palmco began conducting business under its trade name, Indra Energy.

The customer reached out to our Customer Service line on 1/24/19 and 1/25/19 to discuss his account. The customer declined an offer to switch his variable service to a fixed rate plan, and instead requested to cancel his service with Indra. An outbound drop was submitted, and AEP established a service end date of 2/15/2019. No termination fees were issued for the customer's decision to opt out of our supply. [redacted] enrolled nearly a year ago and until recently was seemingly pleased with the service he was receiving. As it's clear [redacted] was dissatisfied with recent service, we'll provide him with a rerate of his upcoming final bill to effectively expedite his return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Because the customer enrolled in a month-to-month variable plan and not a fixed rate contract, he was not provided with any renewal letter.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – 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, January 25, 2019 14:07
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00249463

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Canton, Ohio [redacted]

SERVICE ADDRESS: [redacted], Canton, Ohio [redacted]

AIQ: Palmco Power 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:

Good afternoon,

[redacted]ontacted the PUCO regarding the rate on his bill. He stated that his bill has increased dramatically and is being informed it is due to the rate your company is charging him.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0EhAey:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, February 20, 2019 6:27 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Categories: PUCO Complaint

Good afternoon Samantha,

Regarding Case 00249463 for [redacted]:

To make sure we're on the same page, will provide a slight recap. Although the recent bills (those immediately preceding the complaint) have already been rerated, you're asking if we can extend the rerate to additional bills as a measure of goodwill. In the interest of customer satisfaction and resolving the concerns here, we can proceed with a rerate for the life of the customer's account, covering any bills not previously adjusted. These are our calculations here:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
11/14/18	12/13/18	348	54.82	0.05530	19.24	$ 35.58
10/15/18	11/14/18	974	124.55	0.05530	53.86	$ 70.69
9/14/18	10/15/18	405	44.13	0.05530	22.40	$ 21.73
8/15/18	9/14/18	386	40.52	0.05530	21.35	$ 19.17
7/18/18	8/15/18	318	33.59	0.05530	17.59	$ 16.00
6/18/18	7/18/18	314	33.01	0.05530	17.36	$ 15.65
5/18/18	6/18/18	394	41.38	0.05530	21.79	$ 19.59
4/19/18	5/18/18	551	28.10	0.05530	30.47	$ (2.37)
3/19/18	4/19/18	1206	61.51	0.05530	66.69	$ (5.18)
						$ 190.86

We will plan to proceed with this adjustment as outlined above. This rerate is based on information we were able to find online. If you have any additional feedback or changes you'd request of us here, please feel free to reach out.

Thank you.

Orpheus Craigue – 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: Wednesday, February 20, 2019 12:37

To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
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:

I understand what is stated in the terms and conditions but that is not available for a customer when receiving a solicitation call about your company. I the call the customer is informed that when the account goes to a variable rate, "we shop for you on a month-to-month basis to get you the best available rate we can offer." Also, when going to the rates for your company for the variable these are not any of the rates the customer received from your company.

Again, would your company be willing to re-rate the customer while he was on a variable rate with your company?

Any credit that is provided to the customer I am requesting your company provide me with the breakdown of the amount.

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/14/2019 5:32 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Samantha,

Regarding case 00249463, [redacted]:

In response to your concern we will refer to the terminology listed further below which is included in our Terms and Conditions. We don't believe the statement in itself was misleading because it is in the company's best interest to maintain and grow a customer base by providing the best we can offer and meeting customer needs.

With that said, we understand the customer was upset over her recent bill related to her variable supply. In the interest of resolving the customer's concerns, in addition to rerating the customer's final bill, we'd be happy to extend a rerate the customer's January bill (12/13/18 – 1/16/19) to the same rate of 0.0553, amounting to an adjustment of $399.90. This will provide the customer with the effect of having stopped receiving Indra's variable rate as of 12/13/18, more than a month prior to the date she first raised concerns over her service.

Indra's Variable Electric rate is determined according to the following criteria, taken from Indra's Terms & Conditions:

"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."

The following Price Disclosure is also included in Indra's Terms & Conditions:

"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."

We hope you find this to be an agreeable resolution to the matter at hand. Thank you.

Orpheus Craigue – 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: Tuesday, February 12, 2019 08:35
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey: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: 00249463
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
AIQ: Palmco Power 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:

A follow up was sent to you on February 6. Please review the customer's concerns and respond within three business days.

Sincerely,

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

---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 2/6/2019 10:53 AM
To: ocraigue@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted],Canton, Ohio [redacted]
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:
"we shop for you on a month-to-month basis to get you the best available rate we can offer." Can you explain

as to how your company provided the customer with the best rate available during the variable rates? Due to feeling the information provided was misleading, would your company be willing to re-rate the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/5/2019 8:20 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello Samantha,

Regarding your follow up to PUCO Case ID 249463, [redacted]:

The statement regarding prices fluctuating seasonally is true in general. Energy costs fluctuate constantly, and prices tend to increase during the summer and winter and dip during the fall and spring.

The agent stated of the variable offer, "we shop for you on a month-to-month basis to get you the best available rate we can offer." The agent also alludes to the fact that there are no cancellation fees with the variable offer, and that when offering a product subject to market conditions and volatility without any fees to cancel, it's in the company's best interest to provide a product that customers find satisfactory and that meets their needs. I don't believe the agent's statement was misleading because that is true: it is in the company's best interest to maintain and grow a customer base by providing the best we can offer and meeting customer needs.

[redacted]irst enrolled on 2/6/2018, and didn't call us to express dissatisfaction until 1/24/2019. He received our service uninterrupted for nearly a year without having any issues. Considering that, it appears that he was

a satisfied customer for some time, but unfortunately we were unable maintain that level of satisfaction. We do hope to engender some sense of good will as he leaves our supply services, though, and as a result planned to rerate [redacted] upcoming final bill to what his utility would have charged him, providing the effect of an expedited return to standard service.

Please let us know if you would like to discuss further.

Orpheus Craigue – 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: Thursday, January 31, 2019 10:46
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
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:
In the sales call the rep informs the customer many times that the rate will be lower in the spring and fall. Also, that even though he will only have a fixed rate for two months your company will show for the best rate for him that is available in the choice program. Can you please explain to me how this information is true and not misleading to the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 1/30/2019 11:13 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello Samantha,

Regarding PUCO Case ID 249463; [redacted]:

[redacted] enrolled his electric account in Palmco's supply service on 2/6/2018. We've attached the TPV recording and sales audio from this enrollment, as well as the confirmation packet mailed to the customer shortly thereafter. The customer was billed according to the terms of the variable plan he enrolled in, with rates that could vary from month to month following a two-month introductory rate of 5.1 cents per kWh.

In October 2018, Palmco began conducting business under its trade name, Indra Energy.

The customer reached out to our Customer Service line on 1/24/19 and 1/25/19 to discuss his account. The customer declined an offer to switch his variable service to a fixed rate plan, and instead requested to cancel his service with Indra. An outbound drop was submitted, and AEP established a service end date of 2/15/2019. No termination fees were issued for the customer's decision to opt out of our supply. [redacted] enrolled nearly a year ago and until recently was seemingly pleased with the service he was receiving. As it's clear [redacted] was dissatisfied with recent service, we'll provide him with a rerate of his upcoming final bill to effectively expedite his return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Because the customer enrolled in a month-to-month variable plan and not a fixed rate contract, he was not provided with any renewal letter.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – 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, January 25, 2019 14:07
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00249463

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Canton, Ohio [redacted]

SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]

AIQ: Palmco Power 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:

Good afternoon,

[redacted] contacted the PUCO regarding the rate on his bill. He stated that his bill has increased dramatically and is being informed it is due to the rate your company is charging him.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0EhAey:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Tuesday, February 5, 2019 8:20 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Categories: PUCO Complaint

Hello Samantha,

Regarding your follow up to PUCO Case ID 249463, [redacted]:

The statement regarding prices fluctuating seasonally is true in general. Energy costs fluctuate constantly, and prices tend to increase during the summer and winter and dip during the fall and spring.

The agent stated of the variable offer, "we shop for you on a month-to-month basis to get you the best available rate we can offer." The agent also alludes to the fact that there are no cancellation fees with the variable offer, and that when offering a product subject to market conditions and volatility without any fees to cancel, it's in the company's best interest to provide a product that customers find satisfactory and that meets their needs. I don't believe the agent's statement was misleading because that is true: it is in the company's best interest to maintain and grow a customer base by providing the best we can offer and meeting customer needs.

[redacted] first enrolled on 2/6/2018, and didn't call us to express dissatisfaction until 1/24/2019. He received our service uninterrupted for nearly a year without having any issues. Considering that, it appears that he was a satisfied customer for some time, but unfortunately we were unable maintain that level of satisfaction. We do hope to engender some sense of good will as he leaves our supply services, though, and as a result planned to rerate [redacted] upcoming final bill to what his utility would have charged him, providing the effect of an expedited return to standard service.

Please let us know if you would like to discuss further.

Orpheus Craigue – 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: Thursday, January 31, 2019 10:46
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division

Memorandum

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Canton, Ohio [redacted]
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:
In the sales call the rep informs the customer many times that the rate will be lower in the spring and fall. Also, that even though he will only have a fixed rate for two months your company will show for the best rate for him that is available in the choice program. Can you please explain to me how this information is true and not misleading to the customer?

Sincerely,

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

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 1/30/2019 11:13 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIE5 COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Hello Samantha,

Regarding PUCO Case ID 249463; [redacted]

[redacted] enrolled his electric account in Palmco's supply service on 2/6/2018. We've attached the TPV recording and sales audio from this enrollment, as well as the confirmation packet mailed to the customer shortly thereafter. The customer was billed according to the terms of the variable plan he enrolled in, with rates that could vary from month to month following a two-month introductory rate of 5.1 cents per kWh.

In October 2018, Palmco began conducting business under its trade name, Indra Energy.

The customer reached out to our Customer Service line on 1/24/19 and 1/25/19 to discuss his account. The customer declined an offer to switch his variable service to a fixed rate plan, and instead requested to cancel his service with Indra. An outbound drop was submitted, and AEP established a service end date of 2/15/2019. No termination fees were issued for the customer's decision to opt out of our supply. [redacted] enrolled nearly a year ago and until recently was seemingly pleased with the service he was receiving. As it's clear [redacted] was dissatisfied with recent service, we'll provide him with a rerate of his upcoming final bill to effectively expedite his return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Because the customer enrolled in a month-to-month variable plan and not a fixed rate contract, he was not provided with any renewal letter.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – 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, January 25, 2019 14:07
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00249463

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Canton, Ohio [redacted]

SERVICE ADDRESS: [redacted], Canton, Ohio [redacted]

AIQ: Palmco Power 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:

Good afternoon,

[redacted] contacted the PUCO regarding the rate on his bill. He stated that his bill has increased dramatically and is being informed it is due to the rate your company is charging him.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0EhAey:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, January 30, 2019 11:13 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]
Attachments: [redacted] - TPV.mp3; [redacted] - Sales Audio.mp3; [redacted] - Confirmation Pack.pdf

Categories: PUCO Complaint

Hello Samantha,

Regarding PUCO Case ID 249463; [redacted]:

[redacted] enrolled his electric account in Palmco's supply service on 2/6/2018. We've attached the TPV recording and sales audio from this enrollment, as well as the confirmation packet mailed to the customer shortly thereafter. The customer was billed according to the terms of the variable plan he enrolled in, with rates that could vary from month to month following a two-month introductory rate of 5.1 cents per kWh.

In October 2018, Palmco began conducting business under its trade name, Indra Energy.

The customer reached out to our Customer Service line on 1/24/19 and 1/25/19 to discuss his account. The customer declined an offer to switch his variable service to a fixed rate plan, and instead requested to cancel his service with Indra. An outbound drop was submitted, and AEP established a service end date of 2/15/2019. No termination fees were issued for the customer's decision to opt out of our supply. [redacted] enrolled nearly a year ago and until recently was seemingly pleased with the service he was receiving. As it's clear [redacted] was dissatisfied with recent service, we'll provide him with a rerate of his upcoming final bill to effectively expedite his return to the utility's standard service. We intend to invoice the bill at the rate of 0.0553 (which our records indicate is AEP's current price-to-compare). That said, if the customer's February bill would have been billed at a different rate with standard supply, then we remain willing to honor that rate instead.

Because the customer enrolled in a month-to-month variable plan and not a fixed rate contract, he was not provided with any renewal letter.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – 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, January 25, 2019 14:07

To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249463 [ref:_00Dt0GzXt._500t0EhAey:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00249463
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Ohio [redacted]
SERVICE ADDRESS: [redacted], Canton, Ohio [redacted]
AIQ: Palmco Power 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:
Good afternoon,

[redacted] contacted the PUCO regarding the rate on his bill. He stated that his bill has increased dramatically and is being informed it is due to the rate your company is charging him.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler
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._500t0EhAey:ref

Orpheus Craigue

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Friday, March 8, 2019 3:16 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257726 [ref:_00Dt0GzXt._500t0FNTkZ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00257726
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]
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:

Caller is being billed an outrageous $17.36/Mcf. She is very upset that a company she agreed to do business with would turn around and totally take advantage!

-Please explain this rate.
-Please process cancellation immediately and provide drop date.
-Please issue credit to adjust this exorbitant rate.

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._500t0FNTkZ:ref

William Schaaf

From: William Schaaf
Sent: Thursday, March 14, 2019 5:56 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257726 [ref:_00Dt0GzXt._500t0FNTkZ:ref]
Attachments: [redacted]-TPV.MP3; [redacted]-Agreement.pdf; [redacted]-Confirmation Pack.pdf; Indra Postcard.pdf

Hello Darita and the PUCO,

Regarding Case # 00257726, [redacted]:

[redacted] enrolled her gas account in Palmco's variable rate plan on 8/11/18, 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 8/31/18.

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

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 her of this brand name change.

On 3/8/19, [redacted] contacted our Customer Service line and requested to cancel her service with Indra. A drop transaction was processed, and no termination fees were issued for cancellation. The customer's gas account stopped receiving our supply on 3/4/19.

In the interest of customer satisfaction and to provide the customer with the effect of advancing the customer's return to the gas utility's standard offer to be one month earlier, we are willing to rerate the customer's final gas bill to the rate we have on file for her gas utility, which results in an adjustment of $189.00 for the billing cycle of 2/1/19 – 3/4/19. We've included a chart below detailing our calculations for this adjustment.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/1/2019	3/4/2019	122	$228.79	$0.3020	$36.84	$2.95	$39.79	**$189.00**

Indra's Variable Natural Gas rate is determined according to the following criteria, taken from Indra's Terms & Conditions:
"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 noturol gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevoiling 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."

The following Price Disclosure is also included in Indra's Terms & Conditions:
"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 ore 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."

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

William Schaaf – Asst. Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: Darita Patterson [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 8, 2019 3:16 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257726 [ref:_00Dt0GzXt._500t0FNTkZ:ref]

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

CASE ID: 00257726
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]
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:

Caller is being billed an outrageous $17.36/Mcf. She is very upset that a company she agreed to do business with would turn around and totally take advantage!

-Please explain this rate.
-Please process cancellation immediately and provide drop date.
-Please issue credit to adjust this exorbitant rate.

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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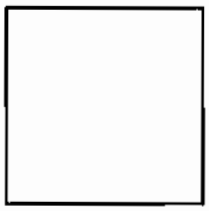

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Thomas Sheehy

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Friday, January 11, 2019 8:27 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246390 [ref:_00Dt0GzXt._500t0Eemog:ref]

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

CASE ID: 00246390
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Hiram, Ohio [redacted]
SERVICE ADDRESS: [redacted], Hiram, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good morning,

Caller states that she enrolled for .05 kwh and is billed .19 kwh. She is disputing her enrollment and wants to cancel the service. Caller would like a credit for the difference between what she would have paid if she did not have Palmco.

*** Do you show a contact from the customer to dispute her enrollment rate?
*** Please provide a copy of the sales call or signed contract, TPV and terms.
*** Does your record reflect that the account has been cancelled?

*** If the customer is due a re-rate, please provide a detailed calculation on how you determined the re-rate amount.
*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson
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._500t0Eemog:ref

Orpheus Craigue

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Monday, January 28, 2019 9:19 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246390 [ref:_00Dt0GzXt._500t0Eemog:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246390
CUSTOMER: [redacted]
ADDRESS: [redacted], Hiram, Ohio [redacted]
SERVICE ADDRESS: [redacted],Hiram, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER [redacted]
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:

Good morning,

Please provide the detailed calculation on how you determined the amount to refund the customer (re-rate). Please include the final billing/service period with Indra, when it becomes available.

Sincerely,

Shawn Thompson
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._500t0Eemog:ref

William Schaaf

From: Thomas Sheehy
Sent: Wednesday, February 6, 2019 6:38 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246390 [ref:_00Dt0GzXt._500t0Eemog:ref]

Shawn,

Regarding Case # 00246390, [redacted]

Our Billing Team was able to invoice the final billing period at the rate we had on record as the utility's price to compare. Please review the chart below detailing the charges from each billing period, as well as the adjustment figures for the 11/28/2018 through 12/28/2018 bill.

Begin Date	End Date	Usage	Rate	Total	Adjusted Rate	Adjusted Total
12/29/2018	1/29/2019	2648	$0.0555	$146.96		
1/28/2019: Nov. to Dec. Adjusted Total minus Total				-$296.09		
11/28/2018	12/28/2018	2094	$0.1969	$412.31	$0.05550	$116.22
10/27/2018	11/27/2018	1764	$0.0520	$91.73		
9/30/2018	10/26/2018	826	$0.0520	$42.95		

If anything seems off, incorrect, or inaccurate, please let us know.

Additionally, if you ever want to check in on the status of an item or make sure something wasn't overlooked, please do not hesitate to reach out to me directly at 718-975-6601. We're managing a number of items on our end and strive to give each case the attention it deserves, but I also know that any delay in your desired feedback turnaround is not ideal. We want to help you as you serve Ohioans, and a phone call to connect, touch base, and be on the same page can always be of help.

Thanks.

Thomas Sheehy – Compliance Officer
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 718.975.6601
F: 718.851.2427
www.IndraEnergy.com

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Monday, January 28, 2019 9:19 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246390 [ref:_00Dt0GzXt._500t0Eemog:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246390
CUSTOMER: [redacted]
ADDRESS: [redacted], Hiram, Ohio [redacted]
SERVICE ADDRESS: [redacted],Hiram, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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:

Good morning,

Please provide the detailed calculation on how you determined the amount to refund the customer (re-rate). Please include the final billing/service period with Indra, when it becomes available.

Sincerely,

Shawn Thompson
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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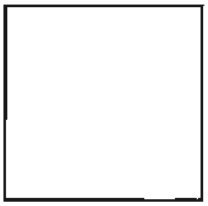

ref:_00Dt0GzXt._500t0Eemog:ref

William Schaaf

From: William Schaaf
Sent: Thursday, January 17, 2019 10:32 AM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246390 [ref:_00Dt0GzXt._500t0Eemog:ref]
Attachments: [redacted]-Sales Call.mp3; [redacted]-TPV.MP3; [redacted]-Confirmation Pack.pdf

Hello Shawn and the PUCO,

Regarding Case # 00246390, [redacted]

[redacted] enrolled her electric account in Palmco's service on 8/23/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording 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 9/30/18.

In September 2018, the customer was sent a postcard explaining that Palmco was changing its trade name to Indra Energy. Palmco began conducting business under Indra Energy in October 2018.

On 12/4/18, the [redacted] was sent a past due notice informing her of a past due balance on her account.

After receiving an email from the customer, our Customer Care staff made attempts to contact [redacted] on 1/7/19 and 1/8/19, but they were only able to leave voicemail messages. [redacted] then contacted our Customer Care line on 1/9/19. The customer never disputed her enrollment but rather acknowledged her understanding that she had been receiving our supply service for several months. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her account with Indra. Per request, an outbound drop transaction was submitted to the customer's utility, who established a service end date of 1/29/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, [redacted] agreed to enroll her electric account in a variable rate product, which included an introductory rate for the first two billing cycles. During the attached TPV recording, she agreed to the following terms: "*Palmco will be selling you electricity at the intraductory price of 5.2 cents per kWh for your first two bills*." She also acknowledged her understanding that "*Beginning with your third bill, the price you pay for electric may vary from manth to month... and may be higher or lower than the utility's price in any given month. There are no guaranteed savings*". [redacted] has been billed according to the terms she agreed to at the time of enrollment.

As a measure of goodwill to ensure customer satisfaction, we are going to proceed with rerating the customer's most recent bill. This results in a credit of $296.09 for the billing cycle of 11/28/18 – 12/28/18, which will be applied to the customer's account. This adjustment reflects a rerate of this billing cycle to what the utility would have charged, and provides the financial effect of expediting the customer's return to the utility. The customer's final bill will also be adjusted to the utility's price to compare once the invoice is generated.

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator

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

www.IndraEnergy.com

From: Shawn Thompson [mailto:contactthepuco@puc.state.oh.us]
Sent: Thursday, January 17, 2019 9:07 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246390 [ref:_00Dt0GzXt._500t0Eemog: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: 00246390
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted]
Hiram, Ohio [redacted]
SERVICE ADDRESS: [redacted], Hiram, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good morning,

An initial complaint was sent to you on 1/11/19. Please review the customer's concerns and respond within three business days.

Sincerely,

Shawn Thompson
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._500t0Eemog:ref

Thomas Sheehy

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Friday, January 11, 2019 10:24 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00245948 [ref:_00Dt0GzXt._500t0DlvQU:ref]

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

CASE ID: 00245948
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted], Wooster, Ohio [redacted]
SERVICE ADDRESS: [redacted]
[redacted], Wooster, Ohio [redacted]
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:

This customer contacted our office regarding the fact that he has Palmco as the supplier on his Dominion Energy Ohio account. It appears that he does not remember signing-up with the company.
Please investigate. How did Palmco acquire this account? When was the account enrolled? What were the terms and conditions of the offer? Please provide a copy of the TPV, sales call, contract, and any other letters or materials mailed out to the customer. Thanks.

Sincerely,

Tara 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._500t0DlvQU:ref

William Schaaf

From: William Schaaf
Sent: Wednesday, January 16, 2019 9:49 AM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00245948 [ref:_00Dt0GzXt._500t0DlvQU:ref]
Attachments: [redacted]-TPV.MP3; [redacted]-Agreement.pdf; [redacted]-Confirmation Pack.pdf

Hello Tara and the PUCO,

Regarding Case # 00245948, [redacted]:

[redacted] enrolled his gas account in Palmco's service on 9/15/18, 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. Shortly after receiving his enrollment, as part of our routine Quality Control process, we contacted Mr. Hensel and he confirmed his enrollment. Since no issues were identified, we continued processing the enrollment.

In October 2018, Palmco began conducting business under its trade name, Indra Energy.

On 1/9/19, we received an inbound Pending Drop Notification from [redacted] utility (DEO), and his account is scheduled to stop receiving our supply service on 2/2/19. No termination fees were issued for the customer's apparent decision to opt out of our supply.

At the time of enrollment, [redacted] agreed to enroll his gas account in a variable rate product, which included an introductory rate for the first two billing cycles. During the attached TPV recording, he agreed to the following terms: "*Palmco will be selling you natural gas at the introductory price of $2.60 per Mcf for your first two bills.*" He also acknowledged his understanding that "*Beginning with your third bill, the price you pay for natural gas may vary from month to month....and may be higher or lower than the utility's price in any given month. There are no guaranteed savings*". [redacted] has been billed according to the terms he agreed to at the time of enrollment.

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator
indra ENERGY
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Tara Jones [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, January 11, 2019 10:24 AM

To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00245948 [ref:_00Dt0GzXt._500t0DlvQU:ref]

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

CASE ID: 00245948
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted], Wooster, Ohio [redacted]
SERVICE ADDRESS: [redacted]
[redacted], Wooster, Ohio [redacted]
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:

This customer contacted our office regarding the fact that he has Palmco as the supplier on his Dominion Energy Ohio account. It appears that he does not remember signing-up with the company.
Please investigate. How did Palmco acquire this account? When was the account enrolled? What were the terms and conditions of the offer? Please provide a copy of the TPV, sales call, contract, and any other letters or materials mailed out to the customer. Thanks.

Sincerely,

Tara 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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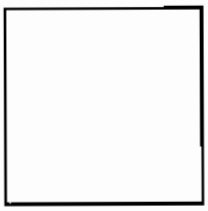

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Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, December 28, 2018 3:26 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00244183 [ref:_00Dt0GzXt._500t0ECarC:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00244183
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Warren, Ohio [redacted]
SERVICE ADDRESS: [redacted] Warren, Ohio [redacted]
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:

This customer contacted the PUCO to dispute enrollment with the company. He says that he doesn't recall ever enrolling with the company, nor does he recall ever receiving any notice that his contract would be transitioning to a variable rate. He just knows that his price has been increasing over the past 2-3 months.

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

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ref:_00Dt0GzXt._500t0ECarC:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Friday, January 4, 2019 8:31 AM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00244183 [ref:_00Dt0GzXt._500t0ECarC:ref]
Attachments: [redacted] - Signed Contract.pdf; [redacted] - TPV.WAV; [redacted] - Confirmation Pack - Electric.pdf; [redacted] - Confirmation Pack - Gas.pdf

Categories: PUCO Complaint

Hello Michael,

Regarding PUCO Case ID 00244183; [redacted]:

This customer's gas and electric accounts were enrolled in Palmco's supply service on 8/16/2017, upon completion of the attached signed agreement and TPV recording. Also attached are the confirmation packets sent out shortly following enrollment. We attempted to reach out to the customer on 8/22/17 and 8/23/17, as a part of our routine Quality Control process. We were unsuccessful in reaching the customer; because there were no issues were detected, we proceeded with the customer's enrollment.

The electric account received Palmco's service for a total of four months. After a drop transaction was processed as the result of a past due balance on 1/25/2018, Ohio Edison established a service end date of 2/15/2018. The customer's debt was turned over to Palmco, and a past due balance of $120.71 is listed on the electric account. At this time we are not pursuing this debt.

Palmco began conducting business under its trade name, Indra Energy, in October 2018.

After more than a year of service, the customer reached out to our Customer Service line on 12/7/2018. The customer raised concerns over his variable rate contract, but declined an offer to be switched to a fixed gas product. The customer did indicate that he would be shopping around, but did not request to cancel service with Indra at this time.

An inbound drop was received from Dominion on 12/27/2018. According to our records, the service end date is 12/22/2018, but the customer's most recent meter read date is 12/18/2018, so it's possible the customer may receive one additional bill with Indra's gas supply charges for the remaining four days.

The customer was billed according to the terms which he agreed to in August 2017. On the TPV he completed to authorize enrollment, the customer indicated his acceptance of Palmco's terms, including prompts which read "*Palmco will be selling you natural gas at the introductory price of 2.980 dollars per MCF for your first three bills*" and "*Beginning with your fourth bill, the price you pay for natural gas and electricity may vary from month to month... and may be higher or lower than the utility's price in any given month. There are no guaranteed savings*."

Please let us know if you need anything else. Thank you.

Orpheus Craigue – 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: Friday, December 28, 2018 15:26
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00244183 [ref:_00Dt0GzXt._500t0ECarC:ref]

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

CASE ID: 00244183
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Warren, Ohio [redacted]
SERVICE ADDRESS: [redacted] Warren, Ohio [redacted]
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:

This customer contacted the PUCO to dispute enrollment with the company. He says that he doesn't recall ever enrolling with the company, nor does he recall ever receiving any notice that his contract would be transitioning to a variable rate. He just knows that his price has been increasing over the past 2-3 months.

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

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ref:_00Dt0GzXt._500t0ECarC:ref

Orpheus Craigue

From: Alfred Thompson <contactthepuco@puc.state.oh.us>
Sent: Friday, January 4, 2019 11:12 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00245116 [ref:_00Dt0GzXt._500t0EDGw7:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00245116
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Newton Falls, Ohio [redacted]
SERVICE ADDRESS: [redacted], Newton Falls, Ohio [redacted]
AIQ: Palmco Energy OH LLC [redacted]
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:

Good morning,

According to customer, he signed up for a $2.60/MCF plan in July with Palmco Energy. He noticed that he was being charged $8.99/MCF on his most recent bill. [redacted] claims that he was advised by the door to door representative that would pay $2.60/MCF until 1/16/19 and then the rate would go up to $4.84/MCF. Also, that there would be no penalty for cancelling service.

Please review and advise:

1. Can you provide a copy of the third party verification and proof of customer enrollment?
2. What are the terms and conditions of customer's plan?
3. Can you re-rate customer's bill according to his agreed upon terms?
4. Are you able to waive any penalties associated with customer cancelling service as a one time courtesy?

Thank you.

Sincerely,

Alfred Thompson
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._500t0EDGw7:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, January 9, 2019 5:43 PM
To: Alfred Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00245116 [ref:_00Dt0GzXt._500t0EDGw7:ref]
Attachments: [redacted] - Signed Contract.pdf; [redacted] - TPV.MP3; [redacted] - Confirmation Pack 7-27-2018.pdf; [redacted] - Confirmation Pack 12-4-2018.pdf

Categories: PUCO Complaint

Hello Alfred,

Regarding PUCO Case ID 00245116; [redacted]

This customer initially enrolled his gas account in Palmco's service on 7/25/2018 as the result of a door-to-door visit, and received Palmco's supply for a total of about three months; our records indicate the customer's gas utility, Dominion East Ohio, stopped servicing the account 10/30/2018. This customer completed a signed contract and TPV recording to enroll his account in a variable rate product, which included an introductory rate of $2.60 per Mcf guaranteed for the first two billing cycles, after which he understood that his rate would vary from month-to-month, with no guarantee of savings. We're attaching the enrollment materials here, including the confirmation packet that was sent to the customer following enrollment.

Palmco began conducting business under its trade name, Indra Energy, in October 2018.

We did not hear from the customer during the initial timeframe we serviced his account, but the customer did reach out to us on 12/3/2018 with concerns over his bill. No changes were made to the customer's previous supply charges, but the customer did confirm his switch to a 13-month 100%-Green fixed contract going forward. This would include a rate of $2.60 per McF for the initial month, followed by a fixed rate of $4.81 for the remaining 12 months (we've also attached the confirmation packet from that enrollment). It appears the customer mistakenly refers to the "door to door representative" as offering this product, although this was handled by phone with our CSR several months after the customer's initial enrollment. Additionally, we want to clarify that there is a gap of about two months between the initial service end date and the new service start date, during which time we assume the customer received default supply from his utility; our CSR put the customer on this new pricing plan going forward, but at no point did we indicate that we would make any retroactive changes to the customer's supply charges.

Neither of the customer's enrollments included a termination fee. The customer's most recent enrollment has a start date of 12/28/2018, and at this point, is still scheduled to receive our supply. If the customer does not wish to continue with Indra as his supplier at any point in time, he can choose to opt out of Indra' supply, with no penalty for cancellation. Ultimately, the customer has been billed according to the agreed upon terms of service, and we do not see any indication that a re-rate is warranted on the customer's account.

If we can be of any further assistance, please feel free to reach out.

Thank you.

Orpheus Craigue – Asst. Compliance Officer

1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427#
www.IndraEnergy.com

From: Alfred Thompson <contactthepuco@puc.state.oh.us>
Sent: Friday, January 4, 2019 11:12
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00245116 [ref:_00Dt0GzXt._500t0EDGw7:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00245116
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Newton Falls, Ohio [redacted]
SERVICE ADDRESS: [redacted], Newton Falls, Ohio [redacted]
AIQ: Palmco Energy OH LLC [redacted]
SERVICE ACCOUNT NUMBER:
NIC [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,

According to customer, he signed up for a $2.60/MCF plan in July with Palmco Energy. He noticed that he was being charged $8.99/MCF on his most recent bill. [redacted] claims that he was advised by the door to door representative that would pay $2.60/MCF until 1/16/19 and then the rate would go up to $4.84/MCF. Also, that there would be no penalty for cancelling service.

Please review and advise:

1. Can you provide a copy of the third party verification and proof of customer enrollment?
2. What are the terms and conditions of customer's plan?
3. Can you re-rate customer's bill according to his agreed upon terms?
4. Are you able to waive any penalties associated with customer cancelling service as a one time courtesy?

Thank you.

Sincerely,

Alfred Thompson
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._500t0EDGw7:ref

Orpheus Craigue

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 12, 2019 2:26 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252519 [ref:_00Dt0GzXt._500t0FKmQT:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00252519
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Circleville, Ohio [redacted]
SERVICE ADDRESS: [redacted] Circleville, Ohio [redacted]
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:
This customer dispute enrolling.
****
Please provide all details of enrollment including sales call, TPV, and T&Cs. What was the initial rate? When did that rate end? When did the rate become $1.74/ccf and why?

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._500t0FKmQT:ref

William Schaaf

From: William Schaaf
Sent: Friday, February 15, 2019 5:17 PM
To: Lee Garry
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252519 [ref:_00Dt0GzXt._500t0FKmQT:ref]
Attachments: [redacted]-TPV.MP3; [redacted]-Confirmation Pack-Electric.pdf; [redacted]-Confirmation Pack-Gas.pdf

Hello Lee and the PUCO,

Regarding Case # 00252519, [redacted]:

This customer's gas and electric accounts were enrolled in Palmco's service on 5/2/17, upon completion of the attached TPV recording. The TPV was completed by [redacted], who indicated she was authorized to enroll the accounts. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 5/31/17 and 5/30/17, respectively.

On 12/8/17, [redacted] contacted our Customer Service line and requested the cancellation of his electric account. Per his request, an outbound drop transaction was processed, and his utility (AEP) determined a service end date of 12/29/17. No termination fees were issued for cancellation. Palmco continued servicing the customer's gas account.

In October 2018, Palmco began doing business as Indra Energy, and customers were provided with a postcard informing them of the brand name change.

[redacted] contacted our Customer Service line again on 2/4/19, more than a year after his prior conversation with us. The customer expressed concerns over his gas bill, and our CSR confirmed the charges with him. The customer understood and did not request to cancel his account at this time. However, the following day, we received an inbound drop transaction for the customer's gas account, and his utility (Columbia Gas) determined a service end date of 1/31/19. Again, no termination fees were issued for cancellation.

At the time of enrollment, [redacted] agreed to enroll her gas and electric accounts in a variable rate product, which included an introductory rate for the first three billing cycles. During the attached TPV recording, she agreed to the following terms: *"Palmco will be selling you natural gas at the introductory price of 34.98 cents per Ccf for your first three bills"* and *"Palmco will be selling you electricity at the introductory price of 5.26 cents per kWh for your first three bills."* The customer also acknowledged that *"Beginning with your fourth bill, the price you pay may vary from month to month... and may be higher or lower than the utility's price in any given month. There are no guaranteed savings."* The customer's accounts were billed according to the terms [redacted] agreed to at the time of enrollment.

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator

1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Lee Garry [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, February 12, 2019 2:26 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252519 [ref:_00Dt0GzXt._500t0FKmQT:ref]

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

CASE ID: 00252519
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Circleville, Ohio [redacted]
SERVICE ADDRESS: [redacted], Circleville, Ohio [redacted]
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:
This customer dispute enrolling.
****
Please provide all details of enrollment including sales call, TPV, and T&Cs. What was the initial rate? When did that rate end? When did the rate become $1.74/ccf and why?

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._500t0FKmQT:ref

William Schaaf

From: William Schaaf
Sent: Thursday, March 7, 2019 3:08 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256591 [ref:_00Dt0GzXt._500t0FMyPJ:ref]
Attachments: [redacted]-TPV.MP3; [redacted]-Agreement.pdf; [redacted]-Confirmation Pack.pdf

Hello Leah and the PUCO,

Regarding Case # 00256591, [redacted]

[redacted] enrolled her gas account in Indra's variable rate plan on 11/5/18. 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. Indra began servicing the customer's account on 11/20/18.

Gas Plan: Variable. This included a two-month introductory rate of $2.80 per Mcf, after which the rate would vary month-to-month.

Prior to receiving this complaint, we have no record of this customer contacting our office during the time she has received our supply. Upon receiving this complaint, since the customer has expressed dissatisfaction, we submitted an outbound drop for the customer's account, and a service end date will be determined by her gas utility. No termination fees were issued for cancellation.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we are willing to rerate the customer's most recent bill to the rate we have on file for her gas utility ($0.302 per Ccf), and will also adjust the customer's final bill, once it is rendered. This will provide the customer with the financial effect of having received Indra's introductory rate for her first two billing cycles, and then have returned to the utility's standard service. We've included chart below detailing our calculations for the adjustment of the customer's most recent bill, which amounts to $223.55 for the billing cycle of 1/24/19 – 2/22/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/24/2019	2/22/2019	146	$270.62	$0.3020	$44.09	$2.98	$47.07	**$223.55**

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

William Schaaf – Asst. Compliance Officer
indra ENERGY
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: Monday, March 4, 2019 1:46 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256591 [ref:_00Dt0GzXt._500t0FMyPJ:ref]

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

CASE ID: 00256591
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio [redacted]
SERVICE ADDRESS: [redacted], Akron, Ohio [redacted]
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:
[redacted] states that she has been charged $17.364 per MCF on her most recent Dominion Energy Ohio bill.

1. When did the customer begin service with Indra?
2. What was the agreed upon rate and for how long?
3. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, renewal notifications, and any other information regarding the complaint.

Sincerely,

Leah Lehman
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._500t0FMyPJ:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, March 4, 2019 1:46 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256591 [ref:_00Dt0GzXt._500t0FMyPJ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256591
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio [redacted]
SERVICE ADDRESS: [redacted], Akron, Ohio [redacted]
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:
[redacted] states that she has been charged $17.364 per MCF on her most recent Dominion Energy Ohio bill.

1. When did the customer begin service with Indra?
2. What was the agreed upon rate and for how long?
3. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, renewal notifications, and any other information regarding the complaint.

Sincerely,

Leah Lehman
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._500t0FMyPJ:ref

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Monday, March 25, 2019 1:03 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260699 [ref:_00Dt0GzXt._500t0GHa8T:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00260699
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]
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 she has with the company. She stated that she was most recently billed $$17.39 per mcf for her gas.

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._500t0GHa8T:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Thursday, March 28, 2019 6:12 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260699 [ref:_00Dt0GzXt._500t0GHa8T:ref]
Attachments: [redacted]TPV.mp3; Agreement.pdf; Confirmation Package.pdf; Indra Postcard.pdf

Categories: PUCO Complaint

Hello Michael and PUCO,

Regarding Case # 00260699; [redacted]

Customer [redacted] enrolled this gas account in [redacted] name, for Palmco's gas variable rate plan on 7/27/2018, as a result of a door-to-door sale. We've attached the agreement, TPV and confirmation package sent detailing the terms of service.

Gas Plan: Introductory Rate of $2.60000/Mcf for the first two 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.

We received an inbound drop from Dominion 2/12/2019, who established a service end date of 3/9/2019. No ETFs were issued.

[redacted] initially contacted our Customer Service line on 2/11/2019 with concerns over her bill. The customer was offered a switch from variable plan to fixed, customer indicated she would follow up with us. We did not hear back from the customer until 3/11/2019, at which point she had received her final bill with Indra. The customer requested a review of her bill, and we advised that her account would be reviewed.

Upon review, we are rerating the customer's most recent bill to the rate we have on record for Dominion. This credit will be sent to the customer's utility to be applied to her account, and our calculations are detailed below:

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/5/19	3/6/19	500	$ 937.66	0.29250	146.25	11.70	157.95	**$ 779.71**

Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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: Monday, March 25, 2019 13:03
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260699 [ref:_00Dt0GzXt._500t0GHa8T:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00260699
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted] Cleveland, Ohio [redacted]
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 she has with the company. She stated that she was most recently billed $$17.39 per mcf for her gas.

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

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ref:_00Dt0GzXt._500t0GHa8T:ref

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 29, 2019 12:43 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260699 [ref:_00Dt0GzXt._500t0GHa8T:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00260699
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted],Cleveland, Ohio [redacted]
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's utility should receive the adjustment amount.

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._500t0GHa8T:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Wednesday, April 03, 2019 3:43 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260699 [ref:_00Dt0GzXt._500t0GHa8T:ref]

Hello Michael,

This adjustment is set to be sent out at the end of this week, or early next week, and we'd expect to be received by the utility by the end of next week.

Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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: Friday, March 29, 2019 12:43
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260699 [ref:_00Dt0GzXt._500t0GHa8T:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00260699
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted] Cleveland, Ohio [redacted]
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's utility should receive the adjustment amount.

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._500t0GHa8T:ref

Monday, 2/11/19 | 09:08:06 AM

[ECS168] :
Customer Name:[redacted]
Caller Name:[redacted]
Phone:[redacted]
Account [redacted]
Issue:cus[redacted]gh for her and she will call back
Resolution:7.206 IS THE RATE I OFFER HER AND ALSO THE 4.4 FOR 1 MONTH
Confirmation#
Agent Initials & ID#MFrazier 32109

Monday, 3/18/19 | 09:03:15 AM **Updated: Monday, 3/18/19 | 09:09:36 AM**

[ECS237] :
Caller: [redacted]
Phone:
Acct.#:
Acct.Holder/Relationship: spouse
Issue: cci because she called in one the 11 of march to cancel account with us due to hig h rate clase and reciving a bill for over 937.66 dollers, cust has requested a review of bill. i tried to offer cust new fixed rate but she was offered a better rate from another supplie r,
Resolution: advied cust that her account was canceled and is still in progress of review. c onf# RL1533
AGENT ID #: CT32413

Monday, 3/11/19 | 03:21:03 PM

[ECS219] :
Caller: [redacted]
Phone:
Acct.#:
Acct.Holder/Relationship: Spouse
Issue: Customer called because she got a $937.66 bill.
Resolution: Explained the customer that she has a variable rate plan and that it was the r eason of the increase, she asked for credits on the charges due to the change of the rat e. Sent request to review for credit.
CONF#: JK5530

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 12, 2019 2:57 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00252896
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
Good Afternoon,

[redacted]ontacted the PUCO regarding the company posing as the Utility.
She states that the representative came to her door in October and posed as Ohio Edison and requested to see her bill. The representative switched her to Palmco. The customer states that she never authorized a switch to the company, instead she told the representative that she was not authorized to make decisions on the bill.
Customer states the representative never mentioned that he was with Palmco. Caller states she noticed the billing on her most recent bill. She was billed $163.
Her current rate was .051 and now it is .233

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 for this customer?
4. What was the rate 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?
6. Was a renewal notice sent to the customer? If so, when?
7. Has the customer contacted the company regarding this issue? If so, when?

Please provide copies of the following:

1. TPV completed at the time of enrollment
2. Sales call and Sales script used to market this customer
3. Welcome letter with Terms and Conditions
4. Signed enrollment agreement
5. Renewal notice

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._500t0FKw8L:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 21, 2019 12:28 PM
To: Orpheus Craigue
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Good Afternoon,
Thanks for the prompt response.
Will the adjustment be a refund check to the customer?

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/15/2019 6:30 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Hello Shanequa,

Regarding Case ID 00252896; [redacted]:

This customer's electric account was enrolled in Palmco's service on 9/27/2018. This was a door-to-door sale; we've attached the signed contract and TPV recording from this enrollment as well as the confirmation package mailed to the customer.

Shortly after enrollment, Palmco began conducting business under its trade name, Indra Energy. Customers were provided a postcard informing them of this change.

The customer authorized enrollment in our service in a variable rate plan which included an introductory rate of 5.1 cents for the first two bills. The customer was billed according to those terms, and the customer's rate then varied after her first two bills. This was a month-to-month contract, so no renewal notice was sent.

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Because this customer is expressing displeasure over her experience with Palmco/Indra, we are going to rerate the customer's most recent bill, as well as the customer's upcoming bill, to the rate of 0.0552. This will provide the customer with the financial equivalent of having received Indra's introductory rate for her first two bills, followed by two months at the rate our records indicate she would have received with her utility, Toledo Edison. For her February bill, our calculations to arrive at this adjustment of $158.60 are shown below. If you don't have any adjustments you'd like us to make, we will proceed with issuing the amount mentioned here in hopes of resolving this consumer's concerns.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/12/19	2/9/19	891	$ 207.78	0.05520	$ 49.18	$ 158.60

Thank you.

Orpheus Craigue – 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: Tuesday, February 12, 2019 14:57
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00252896

CUSTOMER: [redacted]

ADDRESS: [redacted], Akron, Ohio [redacted]

AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

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Customer Service Investigator

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Orpheus Craigue

From: Orpheus Craigue
Sent: Thursday, February 28, 2019 9:53 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Categories: PUCO Complaint

Good Morning Shanequa,

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Orpheus Craigue – Asst. Compliance Officer
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427#
www.IndraEnergy.com

From: Orpheus Craigue
Sent: Thursday, February 21, 2019 17:54
To: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

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From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 21, 2019 12:28

To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

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---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/15/2019 6:30 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

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Orpheus Craigue – Asst. Compliance Officer

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Philadelphia, PA 19102

P: 888.504.6372

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www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 12, 2019 14:57
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00252896

CUSTOMER: [redacted]

ADDRESS: [redacted], Akron, Ohio [redacted]

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER: [redacted]

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Orpheus Craigue

From: Orpheus Craigue
Sent: Thursday, February 28, 2019 9:53 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Categories: PUCO Complaint

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F: 718.851.2427

www.IndraEnergy.com

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Sent: Tuesday, February 12, 2019 14:57
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00252896

CUSTOMER: [redacted]

ADDRESS: [redacted], Akron, Ohio [redacted]

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER: [redacted]

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Orpheus Craigue

From: Orpheus Craigue
Sent: Friday, February 15, 2019 6:31 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]
Attachments: [redacted] - Signed Contract.pdf; [redacted] - TPV.mp3; [redacted] - Confirmation Pack.pdf; PalmCo D2D Master Sales Script Jun 2018.pdf

Categories: PUCO Complaint

Hello Shanequa,

Regarding Case ID 00252896; [redacted]:

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www.IndraEnergy.com

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Sent: Tuesday, February 12, 2019 14:57
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

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

CASE ID: 00252896
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER: [redacted]

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ref:_00Dt0GzXt._500t0FKw8L:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Thursday, March 28, 2019 10:45 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Categories: PUCO Complaint

Hello Shanequa,

Regarding PUCO Case ID 00252896 for [redacted]:

I would have expected this to have already been applied within the customer's final bill, but it appears that did not happen here, and the customer's final bill was charged at 18.103 cents. As a result, we are rerating the customer's bill by sending an adjustment of $104.22 to the utility, to be applied to the customer's account.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/10/19	3/13/19	823	$ 148.99	0.05440	44.77	**$ 104.22**

Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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: Tuesday, March 26, 2019 14:33
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Good Afternoon,

I spoke with the customer and she advised that she received the re-rate for the current bill but not the following bill.

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

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: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/28/2019 9:52 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Good Morning Shanequa,

Following up on this from last week, the adjustment for the customer's February bill will be applied to the customer's final invoice which should happen sometime around 3/12/19. If you need anything else, please let me know. Thanks!

Orpheus Craigue – Asst. Compliance Officer

indra

1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: Orpheus Craigue
Sent: Thursday, February 21, 2019 17:54
To: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Hello Shanequa,

I will be out of the office tomorrow, but can return to this next week to confirm. Since the customer has one bill remaining with Indra, I believe we will be adding the adjustment for the customer's February bill into his final invoice.

If you need anything else in the meantime, let us know. Thanks.

Orpheus Craigue – 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: Thursday, February 21, 2019 12:28
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Good Afternoon,
Thanks for the prompt response.
Will the adjustment be a refund check to the customer?

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/15/2019 6:30 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Hello Shanequa,

Regarding Case ID 00252896; [redacted]

This customer's electric account was enrolled in Palmco's service on 9/27/2018. This was a door-to-door sale; we've attached the signed contract and TPV recording from this enrollment as well as the confirmation package mailed to the customer.

Shortly after enrollment, Palmco began conducting business under its trade name, Indra Energy. Customers were provided a postcard informing them of this change.

The customer authorized enrollment in our service in a variable rate plan which included an introductory rate of 5.1 cents for the first two bills. The customer was billed according to those terms, and the customer's rate then varied after her first two bills. This was a month-to-month contract, so no renewal notice was sent.

We have no record of this customer reaching out to our Customer Service department since her enrollment. An inbound drop transaction from Ohio Edison on 2/12/2019 established a service end date of 3/12/2019.

Our door-to-door sales agents are required to wear company-branded uniforms and badges as part of our effort to help consumers make informed decisions. Additionally, agents are not permitted to make misleading statements such as what was claimed by the customer here. Our TPV script is built to help ensure that customers are aware of the terms of service, as well as confirming that customers understand that they are voluntarily choosing us as their supplier. Although our uniforms and badges have changed, these same core principles have applied both before and after our switch to Indra Energy. The TPV here indicates that the customer did agree to receive our supply service, that she understood there was no affiliation with the utility company, and that she agreed to receive a variable rate product.

Because this customer is expressing displeasure over her experience with Palmco/Indra, we are going to rerate the customer's most recent bill, as well as the customer's upcoming bill, to the rate of 0.0552. This will provide the customer with the financial equivalent of having received Indra's introductory rate for her first two bills, followed by two months at the rate our records indicate she would have received with her utility, Toledo Edison. For her February bill, our calculations to arrive at this adjustment of $158.60 are shown below. If you don't have any adjustments you'd like us to make, we will proceed with issuing the amount mentioned here in hopes of resolving this consumer's concerns.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer

1/12/19	2/9/19	891	$ 207.78	0.05520	$ 49.18	$ 158.60

Thank you.

Orpheus Craigue – 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: Tuesday, February 12, 2019 14:57
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252896 [ref:_00Dt0GzXt._500t0FKw8L:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00252896

CUSTOMER: [redacted]

ADDRESS: [redacted], Akron, Ohio [redacted]

AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
Good Afternoon,

[redacted] contacted the PUCO regarding the company posing as the Utility. She states that the representative came to her door in October and posed as Ohio Edison and requested to see her bill. The representative switched her to Palmco. The customer states that she never authorized a switch to the company, instead she told the representative that she was not authorized to make decisions on the bill.
Customer states the representative never mentioned that he was with Palmco. Caller states she noticed the billing on her most recent bill. She was billed $163. Her current rate was .051 and now it is .233

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 for this customer?
4. What was the rate 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?
6. Was a renewal notice sent to the customer? If so, when?

7. Has the customer contacted the company regarding this issue? If so, when?

Please provide copies of the following:

1. TPV completed at the time of enrollment
2. Sales call and Sales script used to market this customer
3. Welcome letter with Terms and Conditions
4. Signed enrollment agreement
5. Renewal notice

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._500t0FKw8L:ref

Orpheus Craigue

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 29, 2019 12:19 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249630 [ref:_00Dt0GzXt._500t0EhFjh:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00249630
CUSTOMER: [redacted]
ADDRESS: [redacted], Waterford, Ohio [redacted]
SERVICE ADDRESS: [redacted], Waterford, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer contacted our office and stated that he is paying over .21 per kwh for his electric. He is questioning as to how the rate has gotten so high.
Please investigate. When did this customer sign-up with Palmco? What were the terms of the contract? Did the initial term end? Did the account role over to a market variable rate? If so, was a renewal letter sent? Please provide any details you have regarding this account. Please provide a copy of the contract, renewal letter and any other correspondence sent to the customer. Thanks.

Sincerely,

Tara 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._500t0EhFjh:ref

William Schaaf

From: Orpheus Craigue
Sent: Thursday, January 31, 2019 9:28 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249630 [ref:_00Dt0GzXt._500t0EhFjh:ref]
Attachments: [redacted] - Signed Contract.pdf; [redacted] - TPV.mp3; [redacted] - Confirmation Pack.pdf

Hello Tara,

Regarding PUCO Case ID 249630; [redacted]

This customer's electric account was enrolled as a result of a door-to-door visit on 6/21/2017. We've attached the signed contract and TPV recording from this enrollment, as well as the confirmation packet mailed to the customer shortly thereafter.

The customer was billed according to the variable terms of his enrollment with Palmco, and continued to be billed under those same terms when Palmco began conducting business as Indra Energy in October 2018.

The customer first reached out to our Customer Service line on 1/25/2019; he declined an offer to switch his existing variable service to a fixed product offer, and instead opted to cancel his supply with Indra. AEP has established a service end date of 2/13/2019. No termination fees were issued for the customer's cancellation.

The customer was never enrolled under a fixed contract, and as a result would not have been provided with any renewal letter; rather, for the approximately one and a half years in which the customer has received our supply, he has continued to be billed according to the same variable terms which he agreed to in June 2017. However, considering the customer's dissatisfaction with his service with Indra, we are going to rerate the customer's upcoming final bill to be that of his utility, which according to our records is $0.0553. This will provide the customer with the financial effect of having stopped receiving our supply on 1/16/2019, about ten days prior to the date of his requested cancellation.

If you need anything else, please reach out. Thank you.

Orpheus Craigue – Asst. Compliance Officer
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 29, 2019 12:19
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249630 [ref:_00Dt0GzXt._500t0EhFjh:ref]

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

CASE ID: 00249630
CUSTOMER: [redacted]
ADDRESS: [redacted] Waterford, Ohio [redacted]
SERVICE ADDRESS: [redacted] Waterford, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer contacted our office and stated that he is paying over .21 per kwh for his electric. He is questioning as to how the rate has gotten so high.
Please investigate. When did this customer sign-up with Palmco? What were the terms of the contract? Did the initial term end? Did the account role over to a market variable rate? If so, was a renewal letter sent? Please provide any details you have regarding this account. Please provide a copy of the contract, renewal letter and any other correspondence sent to the customer. Thanks.

Sincerely,

Tara 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._500t0EhFjh:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 19, 2019 10:54 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253635 [ref:_00Dt0GzXt._500t0FLPYL:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00253635
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted] Cincinnati, Ohio [redacted]
SERVICE ADDRESS: [redacted]
[redacted] Cincinnati, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

The customer was told her bill would be 23.00 for 250 kwh when she agreed to the service in December 2018. Her bill was 407.00 for one month instead and now her bill is 976.00+ for 2.5 months of service. 413.00 was this months bill.

The customer claims that she never received anything via US mail and she does not have email. She called to cancel, because she does not want to pay 10.00 for each month remaining on the contract. But...she will be ending on March 7th.

PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

Kelly Mabra
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._500t0FLPYL:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, February 20, 2019 3:37 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253635 [ref:_00Dt0GzXt._500t0FLPYL:ref]

Categories: PUCO Complaint

Good afternoon Kelly,

We have searched our records using the name, address, and phone number listed here, but have found no customers that seem to match up with the individual here. If this is a customer of ours, is there an alternative service address, or perhaps an account number you could share?

Otherwise, our findings lead us to believe this consumer was never a customer of Palmco / Indra. Please reach out if you need anything further from us.

Thanks!

Orpheus Craigue – 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: Tuesday, February 19, 2019 10:54
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253635 [ref:_00Dt0GzXt._500t0FLPYL:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00253635
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted], Cincinnati, Ohio [redacted]
SERVICE ADDRESS: [redacted]
[redacted], Cincinnati, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

The customer was told her bill would be 23.00 for 250 kwh when she agreed to the service in December 2018. Her bill was 407.00 for one month instead and now her bill is 976.00+ for 2.5 months of service. 413.00 was this months bill.

The customer claims that she never received anything via US mail and she does not have email. She called to cancel, because she does not want to pay 10.00 for each month remaining on the contract. But...she will be ending on March 7th.

PUCO Question(s):
How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

Kelly Mabra
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._500t0FLPYL:ref

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

CASE ID: 00507634
CUSTOMER: [redacted]
ADDRESS: [redacted], Hollansburg, Ohio [redacted]
SERVICE ADDRESS: [redacted], Hollansburg, Ohio [redacted]
AIQ: Palmco Power 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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.

6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,
Tara 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._500t0J1Opy:ref

Cheryl Smith

From:	Indra Energy Compliance
Sent:	Monday, June 03, 2019 5:03 PM
To:	'Tara Jones'
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507634 [ref:_00Dt0GzXt._500t0J1Opy:ref]
Attachments:	[redacted] - Enrollment Confirmation Gas.pdf; [redacted] - TPV.mp3; [redacted] - Salsecall.wav; [redacted] - Enrollment Confirmation Electric.pdf

Good afternoon.

The customer's electric and natural gas accounts were enrolled on October 4, 2018, via a telephone solicitation, into our variable rate plan at an introductory rate of $0.05300 per kWh and $0.35000 per Ccf, each for the first two billing cycles, then a variable rate thereafter. Attached is the sales call, the Third-Party Verification voluntarily conducted by [redacted] acknowledging the terms of the enrollment, and the enrollment confirmation packet, inclusive of the terms and conditions of service, sent to the customer.

On January 20 and May 3, 2019, the utility company sent us a cancellation request for the customer's natural gas and electric accounts with a service end date of March 6 and May 15, 2019, respectively. There are no early cancellation fees for either of the energy accounts.

Regards,

Compliance

indra ENERGY
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Tuesday, May 28, 2019 4:34 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507634 [ref:_00Dt0GzXt._500t0J1Opy:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00507634
CUSTOMER: [redacted]
ADDRESS: [redacted] Hollansburg, Ohio [redacted]
SERVICE ADDRESS: [redacted], Hollansburg, Ohio [redacted]
AIQ: Palmco Power 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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.

6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,
Tara 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._500t0J1Opy:ref

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

10/8/2018

[redacted]
Hollansburg, OH [redacted]

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 **Vectren**. You will receive a confirmation notice from **Vectren** 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 $0.35000/Ccf 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 Vectren.**

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

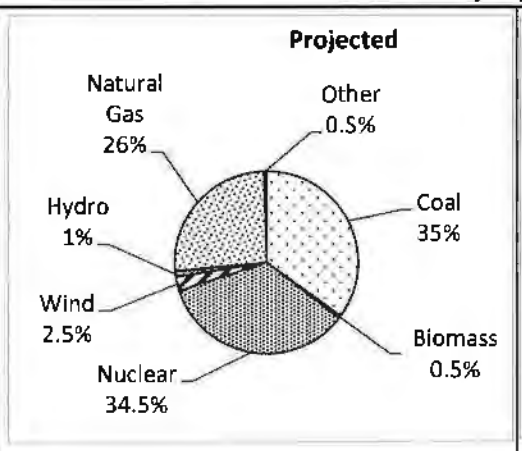
Environmental Disclosure Information – Quarterly Comparisons

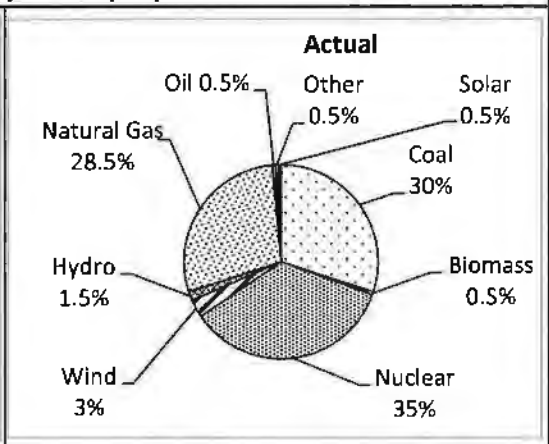
Indra Energy

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.





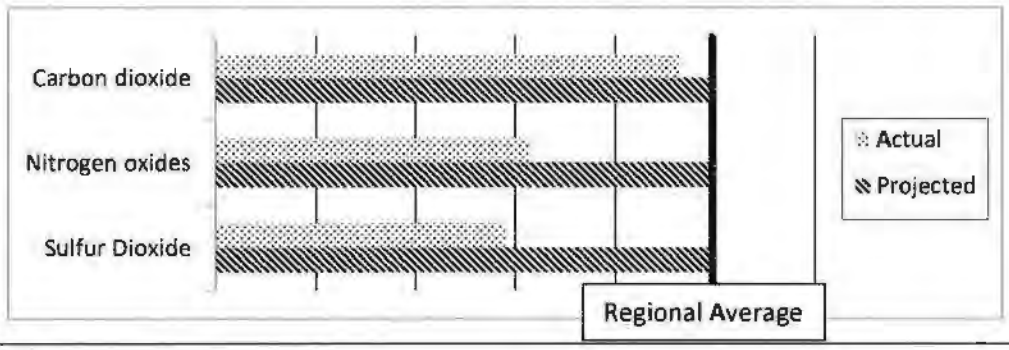
Environmental Characteristics–

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

10/8/2018

[redacted]
Hollansburg, OH[redacted]

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 **DP&L**. You will receive a confirmation notice from **DP&L** 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 $0.05300/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: **Activated. Your monthly budget installment amount will be evaluated on a quarterly basis.**
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).

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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

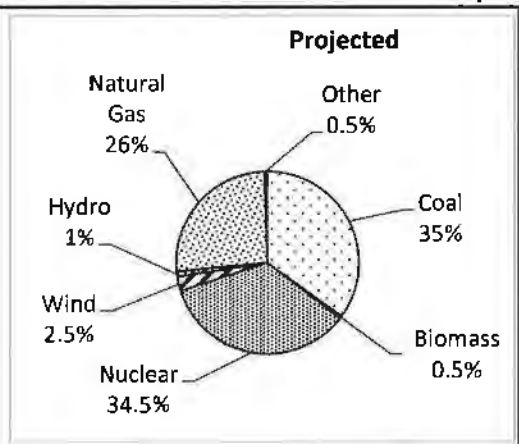
Environmental Disclosure Information – Quarterly Comparisons

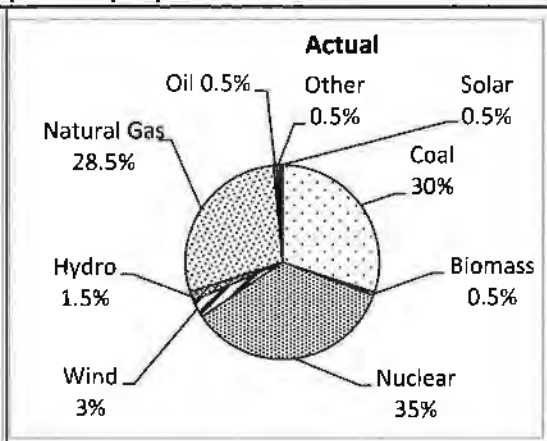
Indra Energy

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.





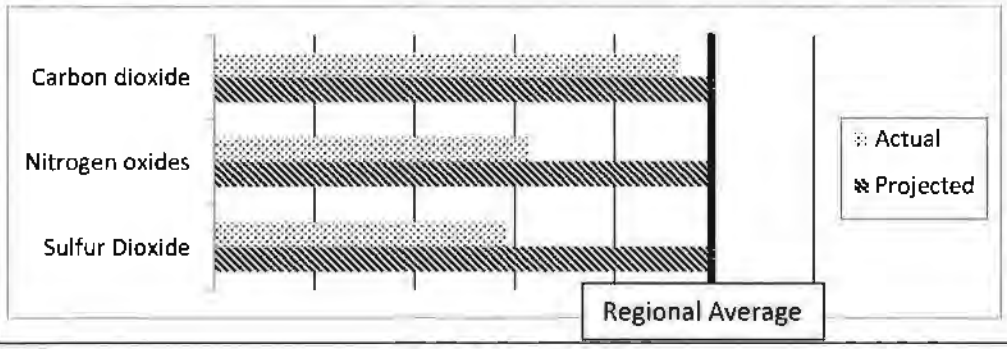
Environmental Characteristics–

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.

Cheryl Smith

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Tuesday, May 28, 2019 4:34 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507634 [ref:_00Dt0GzXt._500t0J1Opy:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00507634
CUSTOMER: [redacted]
ADDRESS: [redacted], Hollansburg, Ohio [redacted]
SERVICE ADDRESS: [redacted], Hollansburg, Ohio [redacted]
AIQ: Palmco Power OH LLC [redacted]
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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,
Tara 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._500t0J1Opy:ref

Thomas Sheehy

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Friday, February 1, 2019 3:31 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250678 [ref:_00Dt0GzXt._500t0Ehvys:ref]

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

CASE ID: 00250678
CUSTOMER: [redacted]
ADDRESS: [redacted], Brunswick, Ohio [redacted]
SERVICE ADDRESS: [redacted], Brunswick, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer contacted our office regarding her contract rate. The customer does not believe that she has been charged according to the terms of her contract. Because of this, she is looking at the possibility of cancelling the contract.
Please investigate. What are the terms of the contract offer? Please forward a copy of of the contract terms, TPV, and any other correspondence sent to the customer. Was the customer charged according to the contract terms? What was the rate she was charged each month? What are her cancellation options?

Sincerely,

Tara 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._500t0Ehvys:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Tuesday, February 5, 2019 6:05 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250678 [ref:_00Dt0GzXt._500t0Ehvys:ref]
Attachments: [redacted] - TPV.mp3; [redacted] - Confirmation Pack.pdf

Categories: PUCO Complaint

Hello Tara,

Regarding PUCO Case ID 250678; [redacted]:

This customer's account with Indra was cancelled last month, and is no longer receiving our service as of 1/31/2019. No termination fees were issued for the customer's decision to cancel. Additionally, although the customer was billed according to the terms of her enrollment, as part of an effort to amicably resolve the customer's concerns, the customer's final bill is being adjusted as described below.

We're attaching the TPV for this enrollment recorded on 7/28/2018, as well as the confirmation package mailed to the customer shortly thereafter. The customer began receiving Palmco's electric supply on 8/30/2018.

On the TPV she completed, [redacted] agreed to an introductory rate of $0.051 for the first two bills, after which she confirmed her understanding that her rate would vary from month to month. The customer was billed according to these terms, and continued to be billed under those same terms after Palmco began conducting business under its trade name, Indra Energy, in October 2018. A rate chart is shown further below, covering this customer's billing history with Palmco/Indra.

The customer reached out to our Customer Service line on 1/4/2019; as a result of that conversation, an outbound drop transaction was submitted in order to return the customer to her standard supply from Ohio Edison. Upon reviewing the customer's concerns, although no adjustments were made to her previous bills, we're going to rerate the customer's final bill to what her utility would charge (our records show a rate of 0.0544 for Ohio Edison for this billing period of 12/29 – 1/31). This will result in an adjustment of $601.49 being sent to her utility in order to be applied to her account, and will provide [redacted] with the financial effect of having stopped receiving Indra's supply on 12/28/2018, about a week before the date of her requested cancellation.

Billing Cycle	Rate Charged	Adjusted Rate
12/29 - 1/31	0.24278	0.05440
11/30 - 12/28	0.20117	
10/30 - 11/29	0.12868	
9/29 - 10/29	0.05100	
8/30 - 9/28	0.05100	

Please let us know if we can be of further assistance.

Thank you.

Orpheus Craigue – Asst. Compliance Officer
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427#
www.IndraEnergy.com

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Friday, February 1, 2019 15:31
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250678 [ref:_00Dt0GzXt._500t0Ehvys:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00250678
CUSTOMER: [redacted]
ADDRESS: [redacted] Brunswick, Ohio [redacted]
SERVICE ADDRESS: [redacted], Brunswick, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer contacted our office regarding her contract rate. The customer does not believe that she has been charged according to the terms of her contract. Because of this, she is looking at the possibility of cancelling the contract.
Please investigate. What are the terms of the contract offer? Please forward a copy of of the contract terms, TPV, and any other correspondence sent to the customer. Was the customer charged according to the contract terms? What was the rate she was charged each month? What are her cancellation options?

Sincerely,

Tara 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._500t0Ehvys:ref

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00260142
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Akron, Ohio [redacted]
SERVICE ADDRESS: [redacted],Akron, Ohio [redacted]
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:

Good morning!

For your review I have attached [redacted] billing statements since the company began billing her account and my calculation for her reimbursement. She did have one final bill with the company that you did not account for, which is the difference in what she is still owed.

Please provide an update on what, if anything has already been sent to her and the additional amount owed of $110.41 (for a total of $526.27). When can she expect to receive this?

Sincerely,

Cindi Mack
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Lead 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._500t0Fnpvp:ref

Orpheus Craigue

From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Monday, February 25, 2019 9:47 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]

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

CASE ID: 00254094

CUSTOMER: [redacted]
ADDRESS: [redacted], Bucyrus, Ohio [redacted]
SERVICE ADDRESS: [redacted] Bucyrus, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

[redacted] is disputing the rates she was billed. When and how was her account acquired?

Did she enroll in a fixed rate plan? If so, what was the agreed fixed rate?

If her fixed rate expired, and she then billed at a MVR, when did the company send her notification about this? Please forward a copy of the notification that was sent to her for review.

Please forward a copy of the contact terms and conditions for review.

If there is a TPV, please forward it for review.

Please forward all signed documentation for review. If there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Lead 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._500t0FLjUd:ref

William Schaaf

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 5, 2019 11:52 AM
To: William Schaaf
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]

Good afternoon,

Thank you for the previous information. When and how can the customer expect to receive your goodwill gesture for the reimbursement?

Thanks again!
Cindi

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 2/28/2019 2:42 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]

Hello Cindi and the PUCO,

Regarding Case # 00254094, [redacted]

[redacted] enrolled her gas and electric accounts in Palmco's service on 10/16/17, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 11/2/17 and 11/14/17, respectively.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's accounts in line with the terms of enrollment.

On 2/19/19, [redacted] contacted our Customer Service line to cancel her service with Indra. As a result, outbound drop transactions were processed, and service end dates were determined by the customer's gas and electric utilities. The customer's gas account stopped receiving our supply on 2/6/19, and the customer's electric account is scheduled to stop receiving our supply on 3/20/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, [redacted] was not enrolled in a fixed rate plan; rather, she agreed to enroll her gas and electric accounts in a variable rate product, which included a three-month introductory rate, after which her rates would vary from month to month. Our terms were clearly disclosed to the customer in the three attachments we provided here. Since neither account was enrolled in a fixed rate plan, the customer was not required to be provided with any notice of her rate expiring.

In the interest of resolving the customer's concerns, we are planning to rerate the customer's final gas bill, as well as her most recent electric bill, to the rate we have on file for her gas and electric utilities. This results in an adjustment of $262.13 to the gas account for billing cycle 1/8/19 – 2/6/19, and an adjustment of $78.27 to the electric account for billing cycle 1/21/19 – 2/21/19. We've included a chart below detailing our calculations for these adjustments. The customer's upcoming final electric bill is also set to be billed at the same rate of 5.53 cents. Since the customer has disputed her recent variable bills, this will ultimately provide the customer with the financial effect of expediting her return of her electric and gas accounts from Indra's variable supply.

Gas Account

Begin Date	**End Date**	**Billed Usage**	**Supply Charge (with tax)**	**ReRate To:**	**ReRate PreTax**	**ReRate Tax**	**ReRate Total**	**Amt Due Customer**
1/8/2019	2/6/2019	184	$344.62	$0.4180	$76.91	$5.58	$82.49	**$262.13**

Electric Account

Begin Date	**End Date**	**Billed Usage**	**Supply Charge**	**ReRate To:**	**ReRate Total**	**Amt Due Customer**
1/21/2019	2/21/2019	527	$107.41	$0.0553	$29.14	**$78.27**

Please let us know if we can be of any further assistance.

Thank you

William Schaaf – Lead Compliance Investigator

1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, February 25, 2019 9:47 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00254094

CUSTOMER: [redacted]

ADDRESS: [redacted], Bucyrus, Ohio [redacted]

SERVICE ADDRESS: [redacted], Bucyrus, Ohio [redacted]

AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

is disputing the rates she was billed. When and how was her account acquired?

Did she enroll in a fixed rate plan? If so, what was the agreed fixed rate?

If her fixed rate expired, and she then billed at a MVR, when did the company send her notification about this? Please forward a copy of the notification that was sent to her for review.

Please forward a copy of the contact terms and conditions for review.

If there is a TPV, please forward it for review.

Please forward all signed documentation for review. If there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead 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._500t0FLjUd:ref

William Schaaf

From: William Schaaf
Sent: Friday, March 8, 2019 12:06 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]

Hello Cindi,

Regarding Case # 00254094, [redacted]

The adjustment of $262.13 was sent to the customer's gas utility in the form of a check on 3/7/19. The adjustment of $78.26 will be applied to the customer's final electric invoice around 3/20/19.

Let us know if you need anything further. Thanks.

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: Tuesday, March 5, 2019 11:52 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]

Good afternoon,

Thank you for the previous information. When and how can the customer expect to receive your goodwill gesture for the reimbursement?

Thanks again!
Cindi

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 2/28/2019 2:42 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]

Hello Cindi and the PUCO,

Regarding Case # 00254094, [redacted]

[redacted] enrolled her gas and electric accounts in Palmco's service on 10/16/17, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 11/2/17 and 11/14/17, respectively.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's accounts in line with the terms of enrollment.

On 2/19/19, [redacted] contacted our Customer Service line to cancel her service with Indra. As a result, outbound drop transactions were processed, and service end dates were determined by the customer's gas and electric utilities. The customer's gas account stopped receiving our supply on 2/6/19, and the customer's electric account is scheduled to stop receiving our supply on 3/20/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, [redacted] was not enrolled in a fixed rate plan; rather, she agreed to enroll her gas and electric accounts in a variable rate product, which included a three-month introductory rate, after which her rates would vary from month to month. Our terms were clearly disclosed to the customer in the three attachments we provided here. Since neither account was enrolled in a fixed rate plan, the customer was not required to be provided with any notice of her rate expiring.

In the interest of resolving the customer's concerns, we are planning to rerate the customer's final gas bill, as well as her most recent electric bill, to the rate we have on file for her gas and electric utilities. This results in an adjustment of $262.13 to the gas account for billing cycle 1/8/19 – 2/6/19, and an adjustment of $78.27 to the electric account for billing cycle 1/21/19 – 2/21/19. We've included a chart below detailing our calculations for these adjustments. The customer's upcoming final electric bill is also set to be billed at the same rate of 5.53 cents. Since the customer has disputed her recent variable bills, this will ultimately provide the customer with the financial effect of expediting her return of her electric and gas accounts from Indra's variable supply.

Gas Account

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/8/2019	2/6/2019	184	$344.62	$0.4180	$76.91	$5.58	$82.49	**$262.13**

Electric Account

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/21/2019	2/21/2019	527	$107.41	$0.0553	$29.14	**$78.27**

Please let us know if we can be of any further assistance.

Thank you

William Schaaf – Lead Compliance Investigator

1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, February 25, 2019 9:47 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00254094

CUSTOMER: [redacted]

ADDRESS: [redacted] Bucyrus, Ohio [redacted]

SERVICE ADDRESS: [redacted] Bucyrus, Ohio [redacted]

AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

[redacted] is disputing the rates she was billed. When and how was her account acquired?

Did she enroll in a fixed rate plan? If so, what was the agreed fixed rate?

If her fixed rate expired, and she then billed at a MVR, when did the company send her notification about this? Please forward a copy of the notification that was sent to her for review.

Please forward a copy of the contact terms and conditions for review.

If there is a TPV, please forward it for review.

Please forward all signed documentation for review. If there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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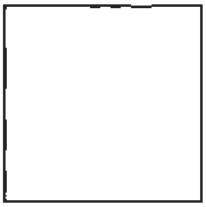
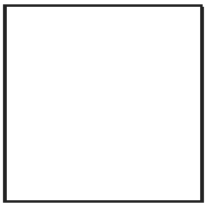


ref:_00Dt0GzXt._500t0FLjUd:ref



William Schaaf

From: William Schaaf
Sent: Thursday, February 28, 2019 2:43 PM
To: Cindi Mack
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]
Attachments: [redacted]-TPV.MP3; [redacted]-Agreement.pdf; [redacted]-Confirmation Pack-Gas.pdf; [redacted]-Confirmation Pack-Electric.pdf

Hello Cindi and the PUCO,

Regarding Case # 00254094, [redacted]:

[redacted] enrolled her gas and electric accounts in Palmco's service on 10/16/17, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 11/2/17 and 11/14/17, respectively.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's accounts in line with the terms of enrollment.

On 2/19/19 [redacted] contacted our Customer Service line to cancel her service with Indra. As a result, outbound drop transactions were processed, and service end dates were determined by the customer's gas and electric utilities. The customer's gas account stopped receiving our supply on 2/6/19, and the customer's electric account is scheduled to stop receiving our supply on 3/20/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, [redacted] was not enrolled in a fixed rate plan; rather, she agreed to enroll her gas and electric accounts in a variable rate product, which included a three-month introductory rate, after which her rates would vary from month to month. Our terms were clearly disclosed to the customer in the three attachments we provided here. Since neither account was enrolled in a fixed rate plan, the customer was not required to be provided with any notice of her rate expiring.

In the interest of resolving the customer's concerns, we are planning to rerate the customer's final gas bill, as well as her most recent electric bill, to the rate we have on file for her gas and electric utilities. This results in an adjustment of $262.13 to the gas account for billing cycle 1/8/19 – 2/6/19, and an adjustment of $78.27 to the electric account for billing cycle 1/21/19 – 2/21/19. We've included a chart below detailing our calculations for these adjustments. The customer's upcoming final electric bill is also set to be billed at the same rate of 5.53 cents. Since the customer has disputed her recent variable bills, this will ultimately provide the customer with the financial effect of expediting her return of her electric and gas accounts from Indra's variable supply.

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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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Electric Account

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/21/2019	2/21/2019	527	$107.41	$0.0553	$29.14	**$78.27**

Please let us know if we can be of any further assistance.

Thank you

William Schaaf – Lead Compliance Investigator

indra ENERGY

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

www.IndraEnergy.com

From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, February 25, 2019 9:47 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254094 [ref:_00Dt0GzXt._500t0FLjUd:ref]

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

CASE ID: 00254094

CUSTOMER: J[redacted]
ADDRESS: [redacted], Bucyrus, Ohio [redacted]
SERVICE ADDRESS: [redacted] Bucyrus, Ohio [redacted]
AIQ: Palmco Power OH LLC
[redacted]**UMBER**[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:

[redacted]s disputing the rates she was billed. When and how was her account acquired?

Did she enroll in a fixed rate plan? If so, what was the agreed fixed rate?

If her fixed rate expired, and she then billed at a MVR, when did the company send her notification about this? Please forward a copy of the notification that was sent to her for review.

Please forward a copy of the contact terms and conditions for review.

If there is a TPV, please forward it for review.

Please forward all signed documentation for review. If there is any other information that I should know, it would be greatly appreciated.

Sincerely,

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

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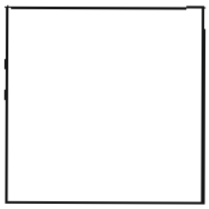

ref:_00Dt0GzXt._500t0FLjUd:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, February 22, 2019 2:31 PM
To: Orpheus Craigue
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]

Good afternoon.

Thank you for the response dated February 20, 2019 and the information that the January 10 to February 7, 2019 service period charges have been re-rated to $0.0555 per kWh. However, does Indra know what the rate per kWh for this customer will be for the February 8 to March 8, 2019 service period?

Sincerely,

Christina Cassady
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.

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/20/2019 4:57 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]

Hello Christina,

Regarding PUCO Case ID 00253301; [redacted]

[redacted] enrolled his gas and electric accounts in Indra's service on 10/3/2018, upon completion of the attached TPV recording. We're also attaching the sales audio from this enrollment, and the confirmation packages mailed out following enrollment.

Due to an outstanding balance on the customer's electric account, an outbound drop was submitted on 2/6/2019, and the Illuminating Company established a service end date of 3/8/2019. No ETF was issued for cancellation.

Upon receiving this complaint, considering the customer's displeasure with his variable service from Indra, we also dropped the customer's gas account, and Dominion will establish an end date; no ETF was issued for cancellation. As a courtesy, we intend to rerate any future gas bills the customer receives, to provide the effect of an expedited cancellation.

Upon reviewing this complaint and the customer's concerns over his recent service with Indra, we decided to rerate the customer's most recent electric bill, as well as his upcoming final bill, to the rates we have on file for his utility. We're taking this approach with the customer's accounts in the interest of providing the customer with great service, and providing him the financial effect of an expedited return to his utilities' standard offers.

The electric account received two bills (11/7/18 – 12/6/18 and 12/7/18 – 1/9/19) at the introductory rate of 5.2 cents. The customer's third bill (which is being rerated as shown in the chart below) was charged at the rate of 23.83 cents. We followed up with the customer to inform him of the adjustment of $156.84 which will be submitted to the customer's electric utility in order to be applied to the account; if you have any concerns regarding these adjustments or calculations, please feel free to reach out.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/10/19	2/7/19	858	204.46	0.05550	47.62	$ 156.84

Thank you.

Orpheus Craigue – 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: Wednesday, February 20, 2019 14:06
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC: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: 00253301
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]
AIQ: Palmco Power 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:

An initial complaint was sent to you on February 14, 2019. Please review the customer's concerns and respond within three business days.

Sincerely,

Christina Cassady
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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---------- Forwarded Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 2/14/2019 1:31 PM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253301

CUSTOMER: [redacted]

ADDRESS: [redacted], Cleveland, Ohio [redacted]

SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]

AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon.

According to [redacted], he enrolled with Palmco Energy sometime in 2018. Recently, his electric bill increased from $45 to over $245. When he contacted his EDU, he was told the supplier rate increased. [redacted] states he does not recall the terms and conditions of his enrollment with Palmco and did not receive a Welcome Letter or other summary\confirmation of the enrollment.

Please review this issue and provide copies of the TPV, Welcome Letter, signed contract (if applicable), Terms and Conditions of Service, and contract renewal notice (if applicable).

Additionally, please advise what rate per kwh has been billed to this

customer for all periods of enrollment with Palmco and\or Indra Energy.

Please contact [redacted] regarding this issue.

Thank you.

Sincerely,

Christina Cassady

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._500t0FL9tC:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Monday, February 25, 2019 5:15 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]

Categories: PUCO Complaint

Good Afternoon Christina,

Sorry for the delayed reply here. We do not know what rate the customer's March bill would show for a price-to-compare. The best information we have available from online resources (http://www.ohioelectricity.org/illuminating-company/) provides an estimated PTC for the Illuminating Company to remain consistent at 5.55 cents per kwh, and as a result, we would plan on billing the customer at that same rate.

Please feel free to reach out if you'd like to discuss any further. Thanks.

Orpheus Craigue – 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, February 22, 2019 14:31
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]

Good afternoon.

Thank you for the response dated February 20, 2019 and the information that the January 10 to February 7, 2019 service period charges have been re-rated to $0.0555 per kWh. However, does Indra know what the rate per kWh for this customer will be for the February 8 to March 8, 2019 service period?

Sincerely,

Christina Cassady
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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---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/20/2019 4:57 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]

Hello Christina,

Regarding PUCO Case ID 00253301; [redacted]:

[redacted] enrolled his gas and electric accounts in Indra's service on 10/3/2018, upon completion of the attached TPV recording. We're also attaching the sales audio from this enrollment, and the confirmation packages mailed out following enrollment.

Due to an outstanding balance on the customer's electric account, an outbound drop was submitted on 2/6/2019, and the Illuminating Company established a service end date of 3/8/2019. No ETF was issued for cancellation.

Upon receiving this complaint, considering the customer's displeasure with his variable service from Indra, we also dropped the customer's gas account, and Dominion will establish an end date; no ETF was issued for cancellation. As a courtesy, we intend to rerate any future gas bills the customer receives, to provide the effect of an expedited cancellation.

Upon reviewing this complaint and the customer's concerns over his recent service with Indra, we decided to rerate the customer's most recent electric bill, as well as his upcoming final bill, to the rates we have on file for his utility. We're taking this approach with the customer's accounts in the interest of providing the customer with great service, and providing him the financial effect of an expedited return to his utilities' standard offers.

The electric account received two bills (11/7/18 – 12/6/18 and 12/7/18 – 1/9/19) at the introductory rate of 5.2 cents. The customer's third bill (which is being rerated as shown in the chart below) was charged at the rate of 23.83 cents. We followed up with the customer to inform him of the adjustment of $156.84 which will be submitted to the customer's electric utility in order to be applied to the account; if you have any concerns regarding these adjustments or calculations, please feel free to reach out.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/10/19	2/7/19	858	204.46	0.05550	47.62	$ 156.84

Thank you.

Orpheus Craigue – 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: Wednesday, February 20, 2019 14:06
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC: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: 00253301
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:

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DESCRIPTION OF ISSUE:

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Sincerely,

Christina Cassady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
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From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 2/14/2019 1:31 PM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253301

CUSTOMER: [redacted]

ADDRESS: [redacted], Cleveland, Ohio [redacted]

SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]

AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon.

According to [redacted], he enrolled with Palmco Energy sometime in 2018. Recently, his electric bill increased from $45 to over $245. When he contacted his EDU, he was told the supplier rate increased. [redacted] states he does not recall the terms and conditions of his enrollment with Palmco and did not receive a Welcome Letter or other summary\confirmation of the enrollment.

Please review this issue and provide copies of the TPV, Welcome Letter, signed contract (if applicable), Terms and Conditions of Service, and contract renewal notice (if applicable).

Additionally, please advise what rate per kwh has been billed to this customer for all periods of enrollment with Palmco and\or Indra Energy.

Please contact [redacted] regarding this issue.

Thank you.

Sincerely,

Christina Cassady

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._500t0FL9tC:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, February 20, 2019 4:58 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]
Attachments: [redacted] - TPV.mp3; [redacted] Sales Audio.mp3; [redacted] - Confirmation Pack Electric.pdf; [redacted] Confirmation Pack Gas.pdf

Categories: PUCO Complaint

Hello Christina,

Regarding PUCO Case ID 00253301; [redacted]

[redacted] enrolled his gas and electric accounts in Indra's service on 10/3/2018, upon completion of the attached TPV recording. We're also attaching the sales audio from this enrollment, and the confirmation packages mailed out following enrollment.

Due to an outstanding balance on the customer's electric account, an outbound drop was submitted on 2/6/2019, and the Illuminating Company established a service end date of 3/8/2019. No ETF was issued for cancellation.

Upon receiving this complaint, considering the customer's displeasure with his variable service from Indra, we also dropped the customer's gas account, and Dominion will establish an end date; no ETF was issued for cancellation. As a courtesy, we intend to rerate any future gas bills the customer receives, to provide the effect of an expedited cancellation.

Upon reviewing this complaint and the customer's concerns over his recent service with Indra, we decided to rerate the customer's most recent electric bill, as well as his upcoming final bill, to the rates we have on file for his utility. We're taking this approach with the customer's accounts in the interest of providing the customer with great service, and providing him the financial effect of an expedited return to his utilities' standard offers.

The electric account received two bills (11/7/18 – 12/6/18 and 12/7/18 – 1/9/19) at the introductory rate of 5.2 cents. The customer's third bill (which is being rerated as shown in the chart below) was charged at the rate of 23.83 cents. We followed up with the customer to inform him of the adjustment of $156.84 which will be submitted to the customer's electric utility in order to be applied to the account; if you have any concerns regarding these adjustments or calculations, please feel free to reach out.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/10/19	2/7/19	858	204.46	0.05550	47.62	**$ 156.84**

Thank you.

Orpheus Craigue – 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: Wednesday, February 20, 2019 14:06
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC: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: 00253301
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted] Cleveland, Ohio [redacted]
AIQ: Palmco Power 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:

An initial complaint was sent to you on February 14, 2019. Please review the customer's concerns and respond within three business days.

Sincerely,

Christina Cassady
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.

---------- Forwarded Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 2/14/2019 1:31 PM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253301 [ref:_00Dt0GzXt._500t0FL9tC:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253301

CUSTOMER: [redacted]

ADDRESS: [redacted], Cleveland, Ohio [redacted]

SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]

AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon.

According to [redacted] he enrolled with Palmco Energy sometime in 2018. Recently, his electric bill increased from $45 to over $245. When he contacted his EDU, he was told the supplier rate increased. [redacted] states he does not recall the terms and conditions of his enrollment with Palmco and did not receive a Welcome Letter or other summary\confirmation of the enrollment.

Please review this issue and provide copies of the TPV, Welcome Letter, signed contract (if applicable), Terms and Conditions of Service, and contract renewal notice (if applicable).

Additionally, please advise what rate per kwh has been billed to this

customer for all periods of enrollment with Palmco and\or Indra Energy.

Please contact [redacted] regarding this issue.

Thank you.

Sincerely,

Christina Cassady

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._500t0FL9tC:ref

Orpheus Craigue

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Wednesday, January 23, 2019 1:00 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248926 [ref:_00Dt0GzXt._500t0EgpYp:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00248926
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Geneva, Ohio [redacted]
SERVICE ADDRESS: [redacted], Geneva, Ohio [redacted]
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:

Callers supplier was switched to Indra and his rate went up to .21/Kwh. He said he never enrolled and can't afford these high bills on his social security check.

-Please provide enrollment TPV and sales call.
-Please state the date Palmco started providing the customers generation.
-Please explain the ridiculously high rate.
-Please cancel immediately and provide full resolution.

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._500t0EgpYp:ref

William Schaaf

From: William Schaaf
Sent: Friday, January 25, 2019 4:10 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248926 [ref:_00Dt0GzXt._500t0EgpYp:ref]
Attachments: [redacted]-Sales Call.mp3; [redacted]TPV.MP3; [redacted]-Confirmation Pack.pdf

Hello Darita and the PUCO,

Regarding Case # 00248926, [redacted]:

[redacted] enrolled his electric account in Palmco's service on 5/23/18, as the result of telephone sale. We've attached the sales call audio and TPV recording 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 6/12/18.

As part of a promotion selected at the time of enrollment, the customer was sent a Dinner and Movie Gift Card on 7/12/18, which included a $25 Restaurant.com Gift Card and two $10 Fandango Movie Ticket Credits. The customer was also sent additional $25 Restaurant.com Gift Cards on 8/15/18 and 10/8/18. Altogether, the customer received a total value of $75 in Restaurant.com Gift Cards, and $20 in Movie Ticket Credits.

In September 2018, the customer was sent a postcard explaining that Palmco was changing its trade name to Indra Energy. Palmco began conducting business under Indra Energy in October 2018.

On 11/28/18, [redacted] contacted our Customer Care line regarding his account. The customer was advised of a fixed rate plan that Indra could offer as an alternative to his current variable product. However, [redacted] stated he was not interested. As a result, an outbound drop transaction was submitted, and the customer's utility established a service end date of 1/9/19. No termination fees were issued for cancellation.

At the time of enrollment, [redacted] agreed to enroll his electric account in a variable rate product, which included an introductory rate for the first two billing cycles. During the attached TPV recording, he agreed to the following terms: "*Palmco will be selling you electricity at the introductory price of 5.2 cents per kWh for your first two bills*." He also acknowledged his understanding that "*Beginning with your third bill, the price you pay for electricity may vary from month to month....and may be higher or lower than the utility's price in any given month. There are no guaranteed savings*". [redacted] was billed according to the terms he agreed to at the time of enrollment.

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Darita Patterson [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, January 23, 2019 1:00 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248926 [ref:_00Dt0GzXt._500t0EgpYp:ref]

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

CASE ID: 00248926
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Geneva, Ohio [redacted]
SERVICE ADDRESS: [redacted], Geneva, Ohio [redacted]
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:

Callers supplier was switched to Indra and his rate went up to .21/Kwh. He said he never enrolled and can't afford these high bills on his social security check.

-Please provide enrollment TPV and sales call.
-Please state the date Palmco started providing the customers generation.
-Please explain the ridiculously high rate.
-Please cancel immediately and provide full resolution.

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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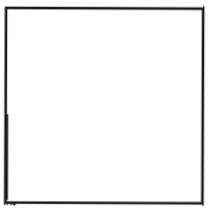

ref:_00Dt0GzXt._500t0EgpYp:ref

Thomas Sheehy

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, December 31, 2018 11:24 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00244213 [ref:_00Dt0GzXt._500t0ECbtU:ref]

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

CASE ID: 00244213
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIC [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,

[redacted] contacted the PUCO regarding your company as his supplier. He stated he did not agree to enrolling with your company and should not be charged.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler
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._500t0ECbtU:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Monday, January 7, 2019 4:38 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00244213 [ref:_00Dt0GzXt._500t0ECbtU:ref]
Attachments: [redacted] Signed Contract.pdf; [redacted] - TPV.MP3; [redacted] - Confirmation Pack 4-30-18.pdf; Confirmation Pack 12-28-18.pdf

Categories: PUCO Complaint

Hello Samantha,

Regarding PUCO Case ID 00244213; [redacted]

This customer enrolled his gas account in Palmco's service on 4/26/2018, as a result of a door-to-door solicitation. We've attached the signed contract and TPV recording from this enrollment, as well as the confirmation package sent shortly thereafter. Palmco began servicing the gas account on 5/9/2018.

Palmco began conducting business under its trade name, Indra Energy, in October 2018.

We spoke with the customer on 12/28/2018, and the customer opted to switch from his current plan to a fixed product. The confirmation packet for that enrollment has also been attached here; the customer agreed to a 13-month two-phase fixed product offer, including an initial rate of $2.60 per Mcf for one month, and $4.81 per Mcf for the remaining 12 months.

Since receiving the customer's PUCO complaint, we talked with the customer again. In our most recent conversation on 1/7/2019, the customer confirmed his intent to proceed with the new plan he had enrolled under, but also expressed that he was facing financial hardship. As an additional courtesy to ensure customer satisfaction, we're going to proceed with adjusting the customer's most recent bill to the rate of $4.81 per Mcf to effectively expedite his switch to the recently agreed upon product. We are following up with the customer to inform him of the additional adjustment of $126.51 being applied to his account, covering his most recent bill (11/2/18 – 12/5/18) which will be submitted to Dominion East Ohio in order to be applied to his account. This provides the customer with the financial effect of expending his switch away from the variable service to be one month earlier, 11/2/2018.

Please feel free to reach out if you need anything further. Thank you.

Orpheus Craigue – 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, January 4, 2019 12:17

To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00244213 [ref:_00Dt0GzXt._500t0ECbtU: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: 00244213
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBER
NIC [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 December 31. Please review the customer's concerns and respond within three business days.

Sincerely,

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

---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 12/31/2018 11:24 AM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00244213 [ref:_00Dt0GzXt._500t0ECbtU:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00244213

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Cleveland, Ohio [redacted]

SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]

AIQ: Palmco Power 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:

Good morning,

[redacted] contacted the PUCO regarding your company as his supplier. He stated he did not agree to enrolling with your company and should not be charged.

Please provide the following:

If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

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._500t0ECbtU:ref

Thomas Sheehy

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Monday, January 7, 2019 4:58 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00245798 [ref:_00Dt0GzXt._500t0EE2Ju:ref]

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

CASE ID: 00245798
CUSTOMER: [redacted]
ADDRESS: [redacted], Toledo, Ohio [redacted]
SERVICE ADDRESS: [redacted], Toledo, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
NI[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:

This customer stated that he is receiving at least 20 sales calls per day from the company and he does not wish to receive any more as he is not interested in switching.

Please place this customer on all of your do-not-contact lists. Thanks.

Sincerely,

Tara 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._500t0EE2Ju:ref

William Schaaf

From: William Schaaf
Sent: Wednesday, January 9, 2019 4:54 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00245798 [ref:_00Dt0GzXt._500t0EE2Ju:ref]

Hello Tara and the PUCO,

Regarding Case # 00245798, [redacted]

We have no record of any contact with this customer. Upon receiving this complaint, we promptly added the customer's phone number to our internal Do Not Call list. We also inquired with our sales partners to determine whether or not this customer was called in the volume alleged in this complaint, but none of our partners indicated that the customer was called as many times as claimed.

To confirm, this customer has been added to our internal DNC list and has been distributed to our sales partners to add to their DNC lists as well. We apologize for any inconvenience this customer may have experienced.

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

William Schaaf – Lead Compliance Investigator
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Tara Jones [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, January 7, 2019 4:58 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00245798 [ref:_00Dt0GzXt._500t0EE2Ju:ref]

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

CASE ID: 00245798
CUSTOMER: [redacted]
ADDRESS: [redacted], Toledo, Ohio [redacted]
SERVICE ADDRESS: [redacted], Toledo, Ohio [redacted]
AIQ: Palmco Power 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:

This customer stated that he is receiving at least 20 sales calls per day from the company and he does not wish to receive any more as he is not interested in switching.

Please place this customer on all of your do-not-contact lists. Thanks.

Sincerely,

Tara 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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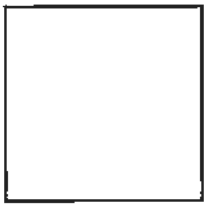

ref:_00Dt0GzXt._500t0EE2Ju:ref

Sariah Brinker

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 26, 2019 4:03 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255130 [ref:_00Dt0GzXt._500t0FMJQs:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255130
CUSTOMER: [redacted]
ADDRESS: [redacted], Toledo, Ohio [redacted]
SERVICE ADDRESS: [redacted], Toledo, Ohio [redacted]
AIQ: Columbia Gas of Ohio Inc
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:

This customer contacted our office to file a complaint regarding the variable rates that have been applied to her account. Recently, the customer was charged as much as $1.75 per CCF for her gas service. Please investigate this matter. When did this account enrolled with the company? What were the terms of the enrollment? Please provide a copy of the initial enrollment. Did the account renew at any time? If so, was a renewal letter sent? How are the variable rates calculated?

Sincerely,

Tara 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._500t0FMJQs:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, March 29, 2019 5:25 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255130 [ref:_00Dt0GzXt._500t0FMJQs:ref]
Attachments: [redacted]-TPV.mp3; [redacted]-Sales Call.mp3; [redacted]-Confirmation Pack-Gas.pdf; [redacted]-Confirmation Pack-Electric.pdf; Indra Postcard.pdf

Hello Tara and the PUCO,

Regarding Case # 00255130, [redacted]:

[redacted] enrolled her gas and electric accounts in Palmco's variable rate plans on 1/19/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording 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 2/19/18 and 2/24/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of $0.4120 per Ccf, after which the rate would vary month-to-month. No ETFs.
Electric Plan: Variable. This included a two-month introductory rate of $0.0540 per kWh, after which rate would vary month-to-month. No ETFs.

We received an inbound drop for the customer's electric account on 9/20/18, and the account stopped receiving our supply on 10/9/18.

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

On 2/22/19, [redacted] contacted our Customer Service line and requested to cancel her gas account with Indra. The customer's gas account was dropped, and per the determination of Columbia Gas, her account stopped receiving our supply on 2/19/19.

In the interest of resolving the customer's concerns, we intend to rerate the customer's final gas bill with Indra to the rate we have on file for Columbia Gas, which results in an adjustment of $273.53 for the billing cycle of 1/21/19 – 2/19/19. We've included a chart detailing our calculations for this adjustment. This will provide the customer with the financial effect of having returned to her gas utility's standard service a month before her cancellation request.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/21/2019	2/19/2019	192	$ 359.60	0.41800	80.26	5.82	86.07	**$ 273.53**

Indra's Variable Natural Gas rate is determined according to the following criteria, taken from Indra's Terms & Conditions:
"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."

The following Price Disclosure is also included in Indra's Terms & Conditions:
"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."

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: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 26, 2019 4:03 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255130 [ref:_00Dt0GzXt._500t0FMJQs:ref]

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

CASE ID: 00255130
CUSTOMER: [redacted]
ADDRESS: [redacted], Toledo, Ohio [redacted]
SERVICE ADDRESS: [redacted], Toledo, Ohio [redacted]
AIQ: Columbia Gas of Ohio Inc
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:

This customer contacted our office to file a complaint regarding the variable rates that have been applied to her account. Recently, the customer was charged as much as $1.75 per CCF for her gas service. Please investigate this matter. When did this account enrolled with the company? What were the terms of the enrollment? Please provide a copy of the initial enrollment. Did the account renew at any time? If so, was a renewal letter sent? How are the variable rates calculated?

Sincerely,

Tara 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._500t0FMJQs:ref

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

1/22/2018

[redacted]
Toledo, OH [redacted]

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 Ra[redacted]he first two 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

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. 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 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 Customer5ervice@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 CON5EQUENTIAL, 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 PROMISE5, 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. THI5 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 utilty'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.

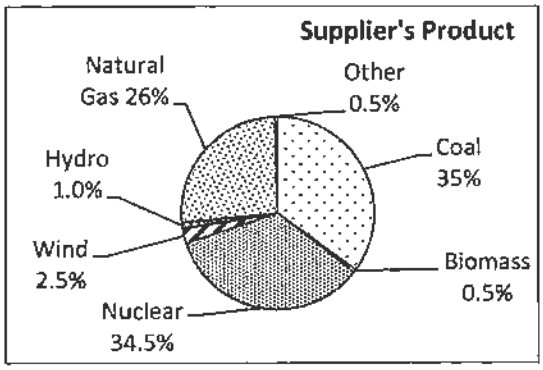
V.E.17-09.06

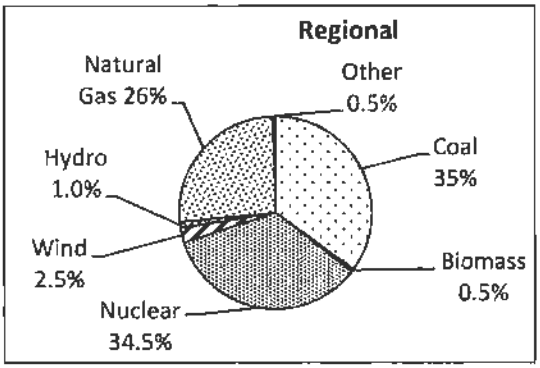
Environmental Disclosure Information

PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

Generation Resource Mix -
A comparison between the sources of generation used to produce this product and the historic regional average supply mix.





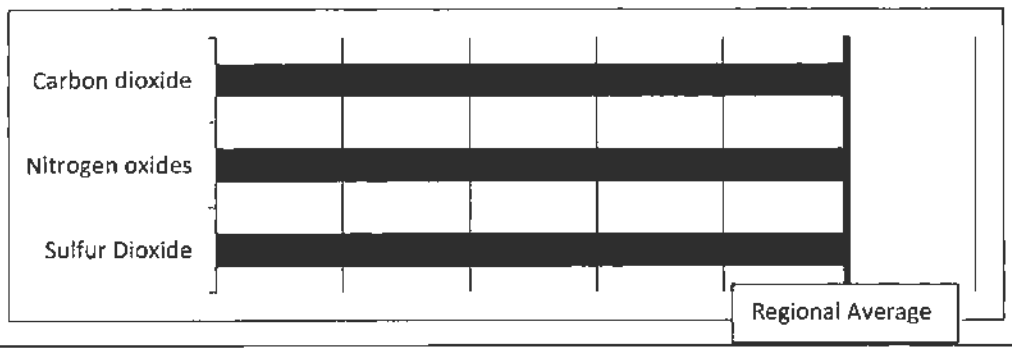
Environmental Characteristics –

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 –

A comparison between the air emissions related to this product and the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

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

VE18-01.01

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

1/22/2018

[redacted]
Toledo, OH [redacted]

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 **Toledo Edison**. You will receive a confirmation notice from **Toledo Edison** 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: **Introductory Rate of $0.05400 for the first two billing cycles, and a variable rate thereafter.**
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. 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 at the rate then in effect in accordance with the terms set forth in the Renewal Notice. *PALMco con 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 utilty'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.

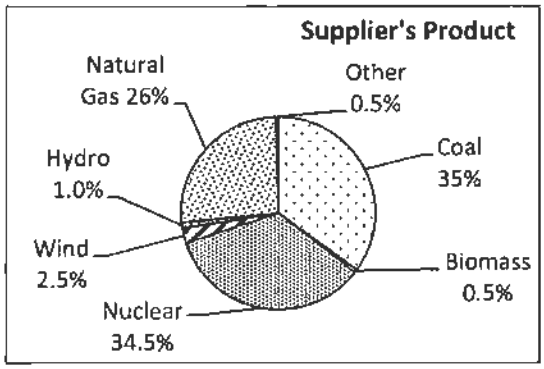
V.E.17-09.06

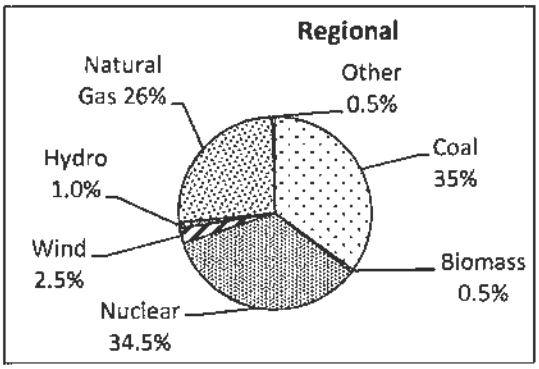
Environmental Disclosure Information

PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

Generation Resource Mix -
A comparison between the sources of generation used to produce this product and the historic regional average supply mix.





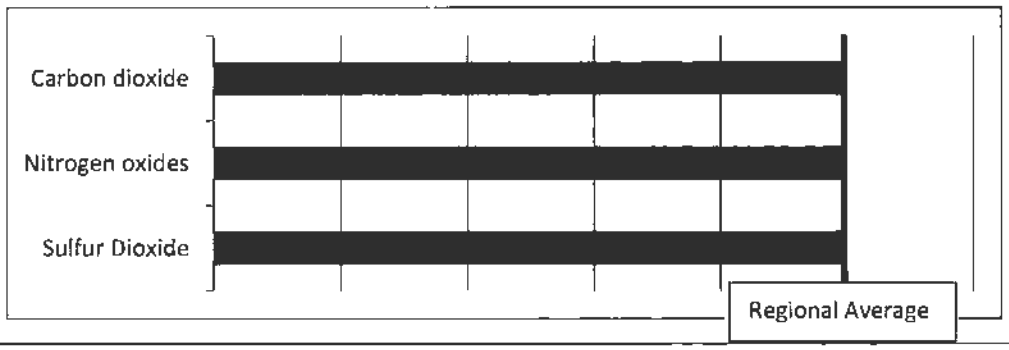
Environmental Characteristics –

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 –

A comparison between the air emissions related to this product and the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

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

VE18-01.01

SOMETHING NEW
IS COMING!

PALMCO® ENERGY → indra® ENERGY

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

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 21, 2019 4:30 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254155 [ref:_00Dt0GzXt._500t0FLkyH:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00254155
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio [redacted]
SERVICE ADDRESS: [redacted], Akron, Ohio [redacted]
AIQ: Palmco Energy OH LLC
[redacted] **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:

Good afternoon.

Please review the following e-mail complaint received from [redacted].

According to the e-mail, [redacted] believes he was provided deceptive information by the Indra sales agent during the door to door enrollment process.

Please review this account and advise:

1. When and how the enrollment was completed.
2. If a request to cancel the enrollment has been received. If so, what is

the service end effective date provided by Dominion Energy Ohio.
3. If there are any ETFs associated with this enrollment and if so, if the ETFs will be waived. If the ETFs will not be waived please advise why.

Additionally, please provide copies of:

1. The signed agreement for service.
2. The Welcome Letter.
3. The Terms and Conditions for service.
4. The third party verification recording.
5. The script used to market this customer.

Thank you.
****

I have recieved a bill that is almost twice the Apples to Apples rate from Dominion, and am curious if there is anything I am able to do to combat this. I feel that the company that I signed up with did not represent the terms and contract very clearly, and I may have fallen for a scam by a door to door salesman representing Indra.
****

Sincerely,

Christina Cassady
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._500t0FLkyH:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Tuesday, February 26, 2019 2:42 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254155 [ref:_00Dt0GzXt._500t0FLkyH:ref]
Attachments: [redacted] - Signed Contract.pdf; [redacted] - TPV.mp3; [redacted] - Confirmation Pack Electric.pdf; [redacted] - Confirmation Pack Gas.pdf; PalmCo D2D Master Sales Script Jun 2018.pdf

Categories: PUCO Complaint

Hello Christina,

Regarding Case ID 00254155; [redacted]:

[redacted] electric and gas accounts were enrolled in Palmco's variable rate plans on 7/21/2018, as a result of a door-to-door sale. We've attached the signed contract and TPV recording from this enrollment, as well as the confirmation packets mailed out shortly thereafter.

Palmco began conducting business under its trade name, Indra Energy, in October 2018. The customer was sent a postcard notifying him of this change, and the accounts continued to be billed according to the variable terms of the customer's enrollments.

The electric account was dropped on 11/30/2018; Indra stopped servicing the account on 1/9/2019. No ETFs were issued for cancellation.

The gas account was dropped on 2/21/2019 after the customer reached out to our Customer Service line. A service end date of 3/13/2019 was established. No ETFs were issued for cancellation.

The customer continued speaking with our staff last week and early this week in regards to his accounts. The customer accepted an offer to adjust his most recent gas bill, and then had also requested that his electric account be reviewed as well. As part of an effort to resolve the customer's concerns and assist with any financial hardship, we determined we would honor the customer's request and rerate his final electric bill; however, when we attempted to follow up with the customer, we were only able to leave messages. The calculations for the adjustments to the customer's electric and gas account are detailed below. If you have any questions or concerns on either of these, please let us know. Otherwise, we will plan on processing these adjustments to apply to the customer's accounts.

Electric –

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/8/18	1/9/19	1905	$ 400.53	0.05440	103.63	**$ 296.89**

Gas –

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/9/19	2/7/19	302	$ 257.30	0.30200	91.20	6.16	97.36	**$ 159.94**

We will also plan to provide the customer with a rerate of his final gas bill, once it is rendered.

If you need anything further, please let us know. Thank you.

Orpheus Craigue – 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: Thursday, February 21, 2019 16:30
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254155 [ref:_00Dt0GzXt._500t0FLkyH:ref]

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

CASE ID: 00254155
CUSTOMER: [redacted]
ADDRESS: [redacted] Akron, Ohio [redacted]
SERVICE ADDRESS: [redacted] Akron, Ohio [redacted]
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:

Good afternoon.

Please review the following e-mail complaint received from [redacted]

According to the e-mail, [redacted] believes he was provided deceptive information by the Indra sales agent during the door to door enrollment process.

Please review this account and advise:

1. When and how the enrollment was completed.
2. If a request to cancel the enrollment has been received. If so, what is the service end effective date provided by Dominion Energy Ohio.
3. If there are any ETFs associated with this enrollment and if so, if the ETFs will be waived. If the ETFs will not be waived please advise why.

Additionally, please provide copies of:

1. The signed agreement for service.
2. The Welcome Letter.
3. The Terms and Conditions for service.
4. The third party verification recording.
5. The script used to market this customer.

Thank you.
****

I have recieved a bill that is olmost twice the Apples to Apples rate from Dominion, and am curious if there is anything I am able to do to combat this. I feel that the company that I signed up with did not represent the terms and contract very clearly, ond I may have fallen for a scam by a door to door salesman representing Indra.
****

Sincerely,

Christina Cassady
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._500t0FLkyH:ref

Sariah Brinker

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Saturday, March 23, 2019 1:54 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256834
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted], Lake Milton, Ohio [redacted]
AIQ: Palmco Energy OH LLC
NIC [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:

An initial complaint was sent to you on March 7, 2019. Please review the customer's concerns and respond within three business days.

This customer contacted our office in regards to high bill charges. The customer is questioning the rates billed to her account.
When did this customer enroll with the company? What were the terms of the enrollment? Please provide a copy of the TPV, contract and any other materials mailed out to the customer. Did the account renew at any time? If so, was a renewal letter sent? What were the recent rates billed to the customer in the last 6 months? How did the company arrive at these billed rates?

Sincerely,

Militza Grady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department

(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._500t0FN4oJ:ref

Sariah Brinker

From: Keenia Joseph
Sent: Friday, May 03, 2019 6:02 PM
To: contactthepuco@puc.state.oh.us
Cc: Indra Energy Compliance; Mark Whitt; Becky Glover
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ref:_00Dt0GzXt._500t0Fnpvp:ref]

Hello Cindi,

Upon further review of the customer's account we have calculated the re-rate for the billing cycles of 6/6/18 to 3/7/19, which resulted in a total credit of $ 429.39. A credit $207.03 was processed with the utility on March 27, 2019.

On April 16, 2019 the remaining credit balance of $222.36, was adjusted on the customer's account, the adjustment has been sent directly to the customer in the form of a check. Additionally, we re-rated the final billing cycle of 3/7/19 to 4/5/19, resulting in an adjustment of $ $110.43. This adjustment will also be sent directly to the customer in the form of a check, the issuance of this final check will take approximately 4-6 weeks for check processing and mailing to the customer.

PH#:		Name:		Acct:			
[redacted]		BELL		[redacted]			
Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer	
3/7/2019	4/5/2019	101	$ 139.97	0.29250	29.54	$ 110.43	

If you need anything further, please let us know.

Thank you,

Keenia Joseph – Director of Compliance

indra ENERGY
www.IndraEnergy.com

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

From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, April 22, 2019 10:35 AM
To: Orpheus Craigue
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ref:_00Dt0GzXt._500t0Fnpvp:ref]

Sariah Brinker

From: Orpheus Craigue
Sent: Wednesday, April 03, 2019 9:59 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]

Categories: PUCO Complaint

Good morning,

Regarding PUCO Case ID 00256834; [redacted]:

Following up here, the customer had previously reached out to our Customer Service line. First, the customer contacted us on 2/8/2019 to cancel her accounts. We had additional conversations with the customer, where she had requested a review of her bill. An adjustment was provided to the customer for her February billing cycle. After the customer received her final bill, we are also providing her an adjustment for those electric and gas bills. These adjustments will rerate the customer's final two bills to the rate of her utility. The customer will have effectively received two months at the introductory rate, and two months at the utility's standard offer. We're detailing our calculations below.

Electric:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/3/19	3/1/19	286	$ 53.15	0.05440	15.56	**$ 37.59**
12/29/18	2/2/19	521	$ 124.86	0.05440	28.34	**$ 96.52**
						$ 134.11

Gas:

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/28/19	2/26/19	156	$ 290.52	0.29250	45.63	3.31	48.94	**$ 241.58**
12/27/18	1/28/19	165	$ 141.24	0.30200	49.83	3.61	53.44	**$ 87.80**
								$ 329.38

Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: Orpheus Craigue
Sent: Tuesday, March 26, 2019 17:48
To: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]

Good afternoon,

Regarding PUCO Case ID 00256834; [redacted]

I don't have any record of receiving this complaint on March 7th, or at any point until we received this second request on Saturday, 3/23/2019.

I've attached the TPV recording from this enrollment, as well as the electric and gas confirmation packets mailed to the customer thereafter.

The customer had previously spoken with our Customer Service staff and requested to cancel his accounts, and I see both accounts stopped receiving our supply earlier this month.

I'll check further into these accounts and follow up with you when I have a final response put together. Feel free to reach out if you need anything in the meantime. Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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: Saturday, March 23, 2019 13:54
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256834
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted] Lake Milton, Ohio [redacted]
AIQ: Palmco Energy OH LLC
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:

An initial complaint was sent to you on March 7, 2019. Please review the customer's concerns and respond within three business days.

This customer contacted our office in regards to high bill charges. The customer is questioning the rates billed to her account.
When did this customer enroll with the company? What were the terms of the enrollment? Please provide a copy of the TPV, contract and any other materials mailed out to the customer. Did the account renew at any time? If so, was a renewal letter sent? What were the recent rates billed to the customer in the last 6 months? How did the company arrive at these billed rates?

Sincerely,

Militza Grady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department

(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FN4oJ:ref

Sariah Brinker

From:	Orpheus Craigue
Sent:	Tuesday, March 26, 2019 5:48 PM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]
Attachments:	[redacted] - TPV.mp3; [redacted] - Confirmation Pack Electric.pdf; [redacted] - Confirmation Pack Gas.pdf
Categories:	PUCO Complaint

Good afternoon,

Regarding PUCO Case ID 00256834; [redacted]

I don't have any record of receiving this complaint on March 7th, or at any point until we received this second request on Saturday, 3/23/2019.

I've attached the TPV recording from this enrollment, as well as the electric and gas confirmation packets mailed to the customer thereafter.

The customer had previously spoken with our Customer Service staff and requested to cancel his accounts, and I see both accounts stopped receiving our supply earlier this month.

I'll check further into these accounts and follow up with you when I have a final response put together. Feel free to reach out if you need anything in the meantime. Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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: Saturday, March 23, 2019 13:54
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256834
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted], Lake Milton, Ohio[redacted]
AIQ: Palmco Energy OH LLC
NI[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:

An initial complaint was sent to you on March 7, 2019. Please review the customer's concerns and respond within three business days.

This customer contacted our office in regards to high bill charges. The customer is questioning the rates billed to her account.
When did this customer enroll with the company? What were the terms of the enrollment? Please provide a copy of the TPV, contract and any other materials mailed out to the customer. Did the account renew at any time? If so, was a renewal letter sent? What were the recent rates billed to the customer in the last 6 months? How did the company arrive at these billed rates?

Sincerely,

Militza Grady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department

(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FN4oJ:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 5, 2019 2:37 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256927
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Macedonia, Ohio [redacted]
SERVICE ADDRESS: [redacted], Macedonia, Ohio [redacted]
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:
[redacted] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills re-rated to DEO's SCO rate.

1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the TPV, Welcome Letter with terms and conditions, renewal notifications, and any other documentation regarding the case.

Sincerely,

Leah Lehman
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._500t0FN6qn:ref

William Schaaf

From: William Schaaf
Sent: Monday, March 11, 2019 5:38 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]
Attachments: [redacted]-TPV.MP3; [redacted]-Agreement.pdf; [redacted]-Confirmation Pack-Gas.pdf; [redacted]-Confirmation Pack-Electric.pdf; Indra Postcard.pdf

Hello Leah and the PUCO,

Regarding Case # 00256927, [redacted]:

[redacted] enrolled his gas and electric accounts in Palmco's variable rate plans on 7/31/18, 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 8/10/18 and 8/24/18, 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.

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 drop transaction for the customer's electric account on 12/7/18, and the customer's electric utility (Ohio Edison) determined a service end date of 12/21/18. No termination fees were issued for cancellation. We did not receive a drop request for the customer's gas account at this time.

Upon receiving this complaint, since this customer has expressed displeasure with the variable product he was enrolled under, we submitted an outbound drop for the customer's gas account. No termination fees were issued for cancellation, and a service end date will be determined by the customer's gas utility, DEO. In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to $88.97 for the billing cycle of 1/15/19 – 2/12/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/15/2019	2/12/2019	168	$143.13	$0.3020	$50.74	$3.42	$54.16	**$88.97**

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: William Schaaf
Sent: Friday, March 8, 2019 5:53 PM
To: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Good afternoon,

We're attaching the TPV recording for this customer's enrollment. We will provide a comprehensive response to this customer's complaint as soon as we're able.

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: Tuesday, March 5, 2019 2:37 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

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

CASE ID: 00256927
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Macedonia, Ohio [redacted]
SERVICE ADDRESS: [redacted], Macedonia, Ohio [redacted]
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:
[redacted] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills re-rated to DEO's SCO rate.

1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the TPV, Welcome Letter with terms and conditions, renewal notifications, and any other documentation regarding the case.

Sincerely,

Leah Lehman
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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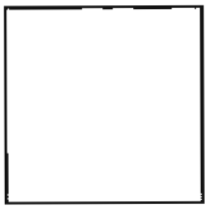

ref:_00Dt0GzXt._500t0FN6qn:ref

Sariah Brinker

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Friday, March 15, 2019 8:45 AM
To:	William Schaaf
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256927
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Macedonia, Ohio [redacted]
SERVICE ADDRESS: [redacted],Macedonia, Ohio [redacted]
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:
Has a stop service date been set?

Sincerely,

Leah Lehman
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: 3/11/2019 5:37 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Hello Leah and the PUCO,

Regarding Case # 00256927, [redacted]:

[redacted] enrolled his gas and electric accounts in Palmco's variable rate plans on 7/31/18, 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 8/10/18 and 8/24/18, 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.

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 drop transaction for the customer's electric account on 12/7/18, and the customer's electric utility (Ohio Edison) determined a service end date of 12/21/18. No termination fees were issued for cancellation. We did not receive a drop request for the customer's gas account at this time.

Upon receiving this complaint, since this customer has expressed displeasure with the variable product he was enrolled under, we submitted an outbound drop for the customer's gas account. No termination fees were issued for cancellation, and a service end date will be determined by the customer's gas utility, DEO. In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to $88.97 for the billing cycle of 1/15/19 – 2/12/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/15/2019	2/12/2019	168	$143.13	$0.3020	$50.74	$3.42	$54.16	**$88.97**

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: William Schaaf
Sent: Friday, March 8, 2019 5:53 PM
To: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Good aftemoon,

We're attaching the TPV recording for this customer's enrollment. We will provide a comprehensive response to this customer's complaint as soon as we're able.

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: Tuesday, March 5, 2019 2:37 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256927

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Macedonia, Ohio [redacted]

SERVICE ADDRESS: [redacted], Macedonia, Ohio [redacted]

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:

[redacted] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills

re-rated to DEO's SCO rate.

1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the TPV, Welcome Letter with terms and conditions, renewal notifications, and any other documentation regarding the case.

Sincerely,

Leah Lehman

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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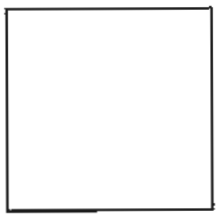

ref:_00Dt0GzXt._500t0FN6qn:ref

Sariah Brinker

From:	William Schaaf
Sent:	Friday, March 15, 2019 9:09 AM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Hello Leah,

The customer's gas account is scheduled to stop receiving our supply on 3/26/19.

William Schaaf – Asst. Compliance Officer

indra ENERGY

www.IndraEnergy.com

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 8:45 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256927
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Macedonia, Ohio [redacted]
SERVICE ADDRESS: [redacted],Macedonia, Ohio [redacted]
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:
Has a stop service date been set?

Sincerely,

Leah Lehman
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: 3/11/2019 5:37 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Hello Leah and the PUCO,

Regarding Case # 00256927, [redacted]:

[redacted] enrolled his gas and electric accounts in Palmco's variable rate plans on 7/31/18, 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 8/10/18 and 8/24/18, 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.

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 drop transaction for the customer's electric account on 12/7/18, and the customer's electric utility (Ohio Edison) determined a service end date of 12/21/18. No termination fees were issued for cancellation. We did not receive a drop request for the customer's gas account at this time.

Upon receiving this complaint, since this customer has expressed displeasure with the variable product he was enrolled under, we submitted an outbound drop for the customer's gas account. No termination fees were issued for cancellation, and a service end date will be determined by the customer's gas utility, DEO. In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to $88.97 for the billing cycle of 1/15/19 – 2/12/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/15/2019	2/12/2019	168	$143.13	$0.3020	$50.74	$3.42	$54.16	**$88.97**

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: William Schaaf
Sent: Friday, March 8, 2019 5:53 PM
To: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Good afternoon,

We're attaching the TPV recording for this customer's enrollment. We will provide a comprehensive response to this customer's complaint as soon as we're able.

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: Tuesday, March 5, 2019 2:37 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256927

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Macedonia, Ohio [redacted]

SERVICE ADDRESS: [redacted], Macedonia, Ohio [redacted]

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:

[redacted] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills re-rated to DEO's SCO rate.

1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the TPV, Welcome Letter with terms and conditions, renewal notifications, and any other documentation regarding the case.

Sincerely,

Leah Lehman

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._500t0FN6qn:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, April 12, 2019 11:51 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Hello Leah,

I've included a chart below detailing our calculations for the final bill rerate, which amounts to an adjustment of $211.17. This adjustment was also sent to the customer's gas utility to be applied to the account.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/12/2019	3/13/2019	137	$253.95	$0.2925	$40.07	$2.71	$42.78	**$211.17**

William Schaaf – Asst. Compliance Officer

indra ENERGY
www.IndraEnergy.com

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

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, April 11, 2019 8:34 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256927
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Macedonia, Ohio [redacted]
SERVICE ADDRESS: [redacted],Macedonia, Ohio [redacted]
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 respond to the email sent on April 5.

Sincerely,

Leah Lehman
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: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 4/5/2019 5:02 PM
To: wschaaf@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256927
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Macedonia, Ohio [redacted]
SERVICE ADDRESS: [redacted],Macedonia, Ohio [redacted]
AIQ: Palmco Energy OH LLC [redacted]
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 provide the re-rate calculations for the final bill.

Sincerely,

Leah Lehman
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: 3/15/2019 9:09 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Hello Leah,

The customer's gas account is scheduled to stop receiving our supply on 3/26/19.

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 8:45 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256927
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Macedonia, Ohio [redacted]
SERVICE ADDRESS: [redacted],Macedonia, Ohio [redacted]
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:
Has a stop service date been set?

Sincerely,

Leah Lehman
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: 3/11/2019 5:37 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMI5SION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Hello Leah and the PUCO,

Regarding Case # 00256927, [redacted]

[redacted] enrolled his gas and electric accounts in Palmco's variable rate plans on 7/31/18, 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 8/10/18 and 8/24/18, 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.

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 drop transaction for the customer's electric account on 12/7/18, and the customer's electric utility (Ohio Edison) determined a service end date of 12/21/18. No termination fees were issued for cancellation. We did not receive a drop request for the customer's gas account at this time.

Upon receiving this complaint, since this customer has expressed displeasure with the variable product he was enrolled under, we submitted an outbound drop for the customer's gas account. No termination fees were issued for cancellation, and a service end date will be determined by the customer's gas utility, DEO. In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to $88.97 for the billing cycle of 1/15/19 – 2/12/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/15/2019	2/12/2019	168	$143.13	$0.3020	$50.74	$3.42	$54.16	**$88.97**

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: William Schaaf
Sent: Friday, March 8, 2019 5:53 PM
To: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Good afternoon,

We're attaching the TPV recording for this customer's enrollment. We will provide a comprehensive response to this customer's complaint as soon as we're able.

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: Tuesday, March 5, 2019 2:37 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:_00Dt0GzXt._500t0FN6qn:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256927

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Macedonia, Ohio [redacted]

SERVICE ADDRESS: [redacted], Macedonia, Ohio [redacted]

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:

[redacted] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills re-rated to DEO's SCO rate.

1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the TPV, Welcome Letter with terms and conditions, renewal notifications, and any other documentation regarding the case.

Sincerely,

Leah Lehman

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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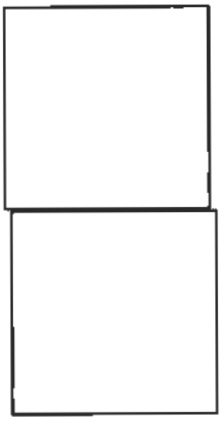
ref:_00Dt0GzXt._500t0FN6qn:ref



Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Monday, February 25, 2019 3:05 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255141 [ref:_00Dt0GzXt._500t0FMJa7:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255141
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Springfield, Ohio [redacted]
SERVICE ADDRESS: [redacted], Springfield, Ohio [redacted]
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:

This customer contacted the PUCO to dispute enrollment with the company.

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

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ref:_00Dt0GzXt._500t0FMJa7:ref

William Schaaf

From: William Schaaf
Sent: Thursday, February 28, 2019 2:51 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255141 [ref:_00Dt0GzXt._500t0FMJa7:ref]
Attachments: [redacted]-TPV.MP3; [redacted]-Agreement.pdf; [redacted]-Confirmation Pack-Gas.pdf; [redacted]-Confirmation Pack-Electric.pdf

Hello Michael and the PUCO,

Regarding Case # 00255141, [redacted]:

This customer's gas and electric accounts were enrolled in Palmco's service on 3/6/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 3/21/18 and 4/18/18, respectively.

Due to an outstanding balance on the customer's electric account, an outbound drop transaction was submitted on 9/7/18, and the customer's electric account stopped receiving our supply on 10/12/18. No termination fees were issued for cancellation.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change.

We have no record of this customer contacting our office to discuss these accounts. Upon receiving this complaint, we submitted an outbound drop transaction for the customer's gas account. A service end date will be determined by the customer's gas utility. No termination fees were issued for cancellation.

The attached TPV recording and signed agreement were completed to authorize the enrollment of these accounts in our service. At the time of enrollment, [redacted] agreed to enroll her electric account in a two-phase fixed rate product, while she enrolled her gas account in a variable rate product, which included a two-month introductory rate, after which her rates would vary from month to month. Those terms were disclosed to the customer at the time of enrollment, as well as in the Terms and Conditions included in her Natural Gas confirmation packet mailed following enrollment.

The fixed rate electric contract never expired, and since the gas account was enrolled in a variable plan, there was no requirement to provide the customer any notice of a fixed rate expiring.

Although we believe the customer's enrollment in our electric and gas supply was valid, in the interest of ensuring customer satisfaction, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for her gas utility (41.8 cents), which results in an adjustment of $246.45 for the billing cycle of 1/22/19 – 2/20/19. We've included a chart below detailing our calculations for this adjustment. We will also flag the customer's upcoming final gas bill(s) to be adjusted accordingly, which will provide the customer with the financial effect of expediting her return to her gas utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/22/2019	2/20/2019	173	$324.01	$0.4180	$72.31	$5.24	$77.56	**$246.45**

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

Thank you.

William Schaaf – Lead Compliance Investigator

indra ENERGY

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

www.IndraEnergy.com

From: Michael Coady [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, February 25, 2019 3:05 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255141 [ref:_00Dt0GzXt._500t0FMJa7:ref]

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

CASE ID: 00255141
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Springfield, Ohio [redacted]
SERVICE ADDRESS: [redacted], Springfield, Ohio [redacted]
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:

This customer contacted the PUCO to dispute enrollment with the company.

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

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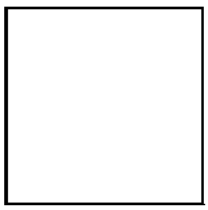

ref:_00Dt0GzXt._500t0FMJa7:ref

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Wednesday, March 27, 2019 8:49 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255141 [ref:_00Dt0GzXt._500t0FMJa7:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255141
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Springfield, Ohio [redacted]
SERVICE ADDRESS: [redacted] Springfield, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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:

Please be advised that Columbia Gas will not accept these payments because it feels that this is a matter between the supplier and the customer. To date, no credits have posted to this customer's account other than payments she has made herself.

Please send the refund check(s) directly to the customer and advise when she can expect to receive them.

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._500t0FMJa7:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, March 29, 2019 2:44 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255141 [ref:_00Dt0GzXt._500t0FMJa7:ref]

Good afternoon,

To provide an update here, the credit of $246.46 for billing cycle 1/22/19 – 2/20/19 had already been sent to Columbia Gas, and we are waiting for confirmation from them on whether or not the credit will be accepted. If it is not accepted by Columbia Gas, we will send another check directly to the customer. Additionally, the credit of $143.64 for billing cycle 2/20/19 – 3/21/19 will be sent directly to the customer.

William Schaaf – Asst. Compliance Officer

indra ENERGY

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, March 27, 2019 8:49 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255141 [ref:_00Dt0GzXt._500t0FMJa7:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255141
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Springfield, Ohio [redacted]
SERVICE ADDRESS: [redacted] Springfield, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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:

Please be advised that Columbia Gas will not accept these payments because it feels that this is a matter between the supplier and the customer. To date, no credits have posted to this customer's account other than payments she has made herself.

Please send the refund check(s) directly to the customer and advise when she can expect to receive them.

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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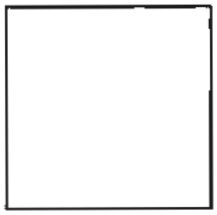


ref:_00Dt0GzXt._500t0FMJa7:ref

Sariah Brinker

From: William Schaaf
Sent: Wednesday, March 27, 2019 8:27 AM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255141 [ref:_00Dt0GzXt._500t0FMJa7:ref]

Good morning,

I've include a chart below detailing our calculations for the adjustment of the customer's final gas bill. This will be sent to the customer's utility to be applied to the account, and we expect the utility to receive it within 10 days.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/20/2019	3/21/2019	136	$203.23	$0.4085	$55.56	$4.03	$59.59	**$143.64**

William Schaaf – Asst. Compliance Officer

indra ENERGY

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: Tuesday, March 26, 2019 2:51 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255141 [ref:_00Dt0GzXt._500t0FMJa7:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255141
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Springfield, Ohio [redacted]
SERVICE ADDRESS: [redacted],Springfield, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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:

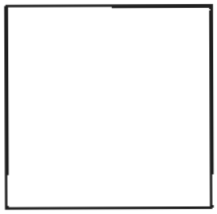
Please provide your calculations for the customer's refund for the billing period from February 20, 2019 to March 21. 2019.

When can this customer expect to receive her 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._500t0FMJa7:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 27, 2019 9:24 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255536
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Lakemore, Ohio [redacted]
SERVICE ADDRESS: [redacted], Lakemore, Ohio [redacted]
AIQ: Palmco Energy OH LLC [redacted]
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:
[redacted] states that her rate is $17.364 per MCF, which has caused her bill to triple. She tried to call Palmco regarding the rate, but she has been unable to reach a representative.

1. When was the customer solicited and how?
2. What was the agreed upon rate and for how long?
3. Why is the rate currently $17.364 per MCF?
4. Please provide copies of the sales calls, TPV, welcome letter with terms and conditions, renewal notifications, and any other documentation regarding the complaint.

Sincerely,

Leah Lehman
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._500t0FMT5c:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, March 5, 2019 8:06 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]
Attachments: [redacted]-TPV.MP3; [redacted]-Agreement.pdf; [redacted]-Confirmation Pack-Gas.pdf; [redacted]-Confirmation Pack-Electric.pdf; Indra Postcard.pdf

Hello Leah and the PUCO,

Regarding Case # 00255536, [redacted]:

[redacted] enrolled her gas and electric accounts in Palmco's variable rate service on 3/22/17, as the result of a door-to-door sale. We've attached 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 4/18/17.

Gas Plan: Variable. This included a three-month introductory rate of $2.988 per Mcf, after which rate would vary month-to-month.
Electric Plan: Variable. This included a three-month introductory rate of $0.0628 per kWh, after which rate would vary month-to-month.

Due to an outstanding balance on the customer's electric account, an outbound drop transaction was submitted on 1/4/18, and a cancellation notice was sent to the customer. The customer's utility then established a service end date of 1/17/18. No termination fees were issued for cancellation.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's gas account in line with the terms of enrollment.

Upon receiving this complaint, due to the customer's dissatisfaction, we submitted an outbound drop transaction for the customer's gas account. No termination fees were issued for cancellation, and the customer's gas utility (DEO) will determine a service end date.

In the interest of ensuring customer satisfaction, we are planning to rerate the customer's most recent gas bill to the rate we have on file for her gas utility ($3.02 per Mcf), which results in an adjustment of $228.15 for the billing cycle of 1/18/19 – 2/18/19. We've included a chart below detailing our calculations for this adjustment. We will also flag the customer's account to have her upcoming final gas bill(s) adjusted accordingly. This will provide the customer with the financial effect of expediting her return to her gas utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/18/2019	2/18/2019	149	$276.18	$3.02/Mcf	$45.00	$3.04	$48.03	**$228.15**

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

William Schaaf – Lead Compliance Investigator

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: Wednesday, February 27, 2019 9:24 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]

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

CASE ID: 00255536
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Lakemore, Ohio [redacted]
SERVICE ADDRESS: [redacted], Lakemore, Ohio [redacted]
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:
[redacted] states that her rate is $17.364 per MCF, which has caused her bill to triple. She tried to call Palmco regarding the rate, but she has been unable to reach a representative.

1. When was the customer solicited and how?
2. What was the agreed upon rate and for how long?
3. Why is the rate currently $17.364 per MCF?

4. Please provide copies of the sales calls, TPV, welcome letter with terms and conditions, renewal notifications, and any other documentation regarding the complaint.

Sincerely,

Leah Lehman
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._500t0FMT5c:ref

Sariah Brinker

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Tuesday, April 02, 2019 10:24 AM
To:	William Schaaf
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255536
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Lakemore, Ohio [redacted]
SERVICE ADDRESS: [redacted],Lakemore, Ohio [redacted]
AIQ: Palmco Energy OH LLC [redacted]
SERVICE ACCOUNT NUMBER: [redacted]
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:
According to Dominion Energy Ohio, the service with Indra ended on March 22, 2019. Please provide a calculation for your re-rate for the final bill.

Sincerely,

Leah Lehman
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: 3/5/2019 8:06 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]

Hello Leah and the PUCO,

Regarding Case # 00255536, [redacted]:

[redacted] enrolled her gas and electric accounts in Palmco's variable rate service on 3/22/17, as the result of a door-to-door sale. We've attached 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 4/18/17.

Gas Plan: Variable. This included a three-month introductory rate of $2.988 per Mcf, after which rate would vary month-to-month.

Electric Plan: Variable. This included a three-month introductory rate of $0.0628 per kWh, after which rate would vary month-to-month.

Due to an outstanding balance on the customer's electric account, an outbound drop transaction was submitted on 1/4/18, and a cancellation notice was sent to the customer. The customer's utility then established a service end date of 1/17/18. No termination fees were issued for cancellation.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's gas account in line with the terms of enrollment.

Upon receiving this complaint, due to the customer's dissatisfaction, we submitted an outbound drop transaction for the customer's gas account. No termination fees were issued for cancellation, and the customer's gas utility (DEO) will determine a service end date.

In the interest of ensuring customer satisfaction, we are planning to rerate the customer's most recent gas bill to the rate we have on file for her gas utility ($3.02 per Mcf), which results in an adjustment of $228.15 for the billing cycle of 1/18/19 – 2/18/19. We've included a chart below detailing our calculations for this adjustment. We will also flag the customer's account to have her upcoming final gas bill(s) adjusted accordingly. This will provide the customer with the financial effect of expediting her return to her gas utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/18/2019	2/18/2019	149	$276.18	$3.02/Mcf	$45.00	$3.04	$48.03	**$228.15**

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

William Schaaf – Lead Compliance Investigator

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: Wednesday, February 27, 2019 9:24 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00255536

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Lakemore, Ohio [redacted]

SERVICE ADDRESS: [redacted], Lakemore, Ohio [redacted]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [redacted]

NIC [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:

[redacted] states that her rate is $17.364 per MCF, which has caused her bill to triple. She tried to call Palmco regarding the rate, but she has been unable to reach a representative.

1. When was the customer solicited and how?
2. What was the agreed upon rate and for how long?
3. Why is the rate currently $17.364 per MCF?
4. Please provide copies of the sales calls, TPV, welcome letter with terms and conditions, renewal notifications, and any other documentation regarding the complaint.

Sincerely,

Leah Lehman

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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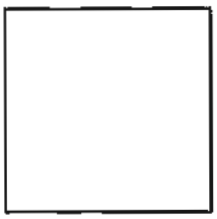

ref:_00Dt0GzXt._500t0FMT5c:ref

Sariah Brinker

From: William Schaaf
Sent: Wednesday, April 03, 2019 12:09 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]

Hello Leah,

I've include a chart below detailing the rerate of the customer's final gas bill, which amounts to an adjustment of $119.27. This adjustment was sent to the customer's gas utility to be applied to the account.

Begin Read Date	End Read Date	Billed Usage	Supply Charge (with tax)	ReRate To:	Amt Due Customer
2/18/2019	3/19/2019	113	$167.17	$0.4085	$119.27

William Schaaf – Asst. Compliance Officer

indra ENERGY

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: Tuesday, April 2, 2019 10:24 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255536
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Lakemore, Ohio [redacted]
SERVICE ADDRESS: [redacted] Lakemore, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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:
According to Dominion Energy Ohio, the service with Indra ended on March 22, 2019. Please provide a calculation for your re-rate for the final bill.

Sincerely,

Leah Lehman
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: 3/5/2019 8:06 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]

Hello Leah and the PUCO,

Regarding Case # 00255536, [redacted]

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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

1/18/2019	2/18/2019	149	$276.18	$3.02/Mcf	$45.00	$3.04	$48.03	**$228.15**

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

William Schaaf – Lead Compliance Investigator

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: Wednesday, February 27, 2019 9:24 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255536 [ref:_00Dt0GzXt._500t0FMT5c:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00255536

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Lakemore, Ohio [redacted]

SERVICE ADDRESS: [redacted], Lakemore, Ohio [redacted]

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:

[redacted] states that her rate is $17.364 per MCF, which has caused her bill to triple. She tried to call Palmco regarding the rate, but she has been unable to reach a representative.

1. When was the customer solicited and how?
2. What was the agreed upon rate and for how long?
3. Why is the rate currently $17.364 per MCF?
4. Please provide copies of the sales calls, TPV, welcome letter with terms and conditions, renewal notifications, and any other documentation regarding the complaint.

Sincerely,

Leah Lehman

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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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/10/2019 12:30:05 PM

in

Case No(s). 19-0957-GE-COI

Summary: Exhibit Ex. 7 Part 23 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.