Thomas Sheehy

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, January 11, 2019 11:40 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

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

CASE ID: 00246835
COMPANY:
CUSTOMER:
ADDRESS: , Newcomerstown, Ohio
SERVICE ADDRESS: , Newcomerstown, Ohio
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 morning,

contacted the PUCO regarding the rate she is being billed. She stated when she agreed to switching to your company she did not agree to a variable rate like she is being informed by your reps. Due to the variable rate she is being charged her bill is now over $600 with AEP.

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._500t0Ef9LJ:ref

William Schaaf

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Tuesday, January 22, 2019 12:51 PM
To:	William Schaaf
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted] Newcomerstown, 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:

During the sales call [redacted] was informed she would only receive a two month rate of $0.052 due to the low rates for electric during the time. Due to this your company will want to adjust the rate so it will be at a competitive rate.

Can you please advise how she received a competitive rate when the account went variable?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/17/2019 11:57 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIE5 COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]

[redacted] enrolled her two electric accounts in Palmco's service on 8/15/18, 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 accounts on 9/10/18.

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 12/28/18, [redacted] contacted our Customer Care line regarding her accounts. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her service with Indra. Per her request, an outbound drop transaction was submitted for the customer's account number ending in [redacted] and her utility (AEP) established a service end date of 1/9/19. The customer's other account number ending in [redacted] was not submitted for cancellation at this time; we later received an inbound drop transaction for this account on 12/31/18, and AEP established a service end date of 2/10/19. No termination fees were issued for the customer's decision to opt out of our supply service.

Our Customer Care staff spoke with [redacted] again, most recently on 1/7/19. The customer expressed concerns regarding her bill for the account number ending in [redacted] and our Customer Care rep advised her that the account would be submitted for internal review. Upon review, it was determined that [redacted] was billed according to the terms she agreed to at the time of enrollment, and that an adjustment to her bill was not warranted. However, as a courtesy to ensure customer satisfaction, we are going to proceed with adjusting the customer's final bill to the utility's standard offer, which will provide the financial effect of expediting the customer's return to the utility. Upon receiving the customer's final invoice, her bill will be adjusted accordingly.

At the time of enrollment, [redacted] agreed to enroll her 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: "*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". [redacted] has been billed according to the terms she 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, January 11, 2019 11:40 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00246835

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Newcomerstown, Ohio [redacted]

SERVICE ADDRESS: [redacted] Newcomerstown, 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:

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[redacted] contacted the PUCO regarding the rate she is being billed. She stated when she agreed to switching to your company she did not agree to a variable rate like she is being informed by your reps. Due to the variable rate she is being charged her bill is now over $600 with AEP.

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A copy of the TPV.

A copy of the contract and terms and conditions.
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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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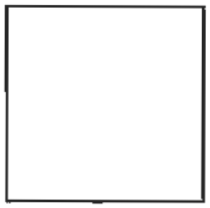

ref:_00Dt0GzXt._500t0Ef9LJ:ref

William Schaaf

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Monday, January 28, 2019 10:59 AM
To:	William Schaaf
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted] Newcomerstown, 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:
When the adjustment has been determined can you please provide me that amount with the 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: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/28/2019 9:49 AM
To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIE5 COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]:

We offer a market based variable product according to the following PUCO-approved terms:

*"**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 wholesole market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certoin transmission, capacity, ancillary, administrative ond regulatory compliance costs incurred by Indra, alternative ond 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 moy 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."*

The URL stated in the terms above (IndraEnergy.com/ohio/ohio-variable-rates/) is also provided to customers in their Welcome Letter. Additionally, we post our monthly variable rates on the Ohio Apples to Apples website.

It is our goal to provide great service and a rate that our customers find suitable and competitive, but because the variable product is subject to market and circumstantial volatility, there is never a termination fee if the customer decides the service is not for them and chooses to cancel.

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: Monday, January 28, 2019 9:14 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Second Request for Information
Regarding the Initial Submission of a Consumer Complaint
CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted] Newcomerstown, 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 January 22. 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: 1/22/2019 12:50 PM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9U:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted],Newcomerstown, 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:

During the sales call [redacted] was informed she would only receive a two month rate of $0.052 due to the low rates for electric during the time. Due to this your company will want to adjust the rate so it will be at a competitive rate.

Can you please advise how she received a competitive rate when the account went variable?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/17/2019 11:57 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]

[redacted] enrolled her two electric accounts in Palmco's service on 8/15/18, 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 accounts on 9/10/18.

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 12/28/18, [redacted] contacted our Customer Care line regarding her accounts. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her service with Indra. Per her request, an outbound drop transaction was submitted for the customer's account number ending in [redacted], and her utility (AEP) established a service end date of 1/9/19. The customer's other account number ending in [redacted] was not submitted for cancellation at this time; we later received an inbound drop transaction for this account on 12/31/18, and AEP established a service end date of 2/10/19. No termination fees were issued for the customer's decision to opt out of our supply service.

Our Customer Care staff spoke with [redacted] again, most recently on 1/7/19. The customer expressed concerns regarding her bill for the account number ending in [redacted] and our Customer Care rep advised her that the account would be submitted for internal review. Upon review, it was determined that [redacted] was billed according to the terms she agreed to at the time of enrollment, and that an adjustment to her bill was not warranted. However, as a courtesy to ensure customer satisfaction, we are going to proceed with adjusting the customer's final bill to the utility's

standard offer, which will provide the financial effect of expediting the customer's return to the utility. Upon receiving the customer's final invoice, her bill will be adjusted accordingly.

At the time of enrollment, [redacted] agreed to enroll her 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: "*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*". [redacted] has been billed according to the terms she 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, January 11, 2019 11:40 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00246835

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Newcomerstown, Ohio [redacted]

SERVICE ADDRESS: [redacted] Newcomerstown, 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 morning,

[redacted] contacted the PUCO regarding the rate she is being billed. She stated when she agreed to switching to your company she did not agree to a variable rate like she is being informed by your reps. Due to the variable rate she is being charged her bill is now over $600 with AEP.

Please provide the following:
If a sales call, the recording.
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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._500t0Ef9U:ref

William Schaaf

From: William Schaaf
Sent: Monday, February 4, 2019 2:39 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha,

At this point, we are still waiting for the customer's final bill. Our Billing & Operations team was planning to hold the customer's final invoice; however, according to the information we have, the end date for the customer's account [redacted] is still a few days away (2/10/19). When we receive the customer's final bill information, we plan to adjust the February bill to the rate of 0.0553, which we have on record as the estimated utility price-to-compare. If the customer would have received a different rate with his standard supply from AEP, we remain willing to bill the customer at that rate instead.

If you were looking for any other information, please let us know. Otherwise, we will adjust the customer's final bill as mentioned here, when it is issued next week.

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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, February 4, 2019 8:43 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted] Newcomerstown, 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:
Can you please provide me with an update on this case?

Sincerely,

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

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 1/28/2019 10:59 AM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9U:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]rstown, Ohio 43832
SERVICE ADDRES[redacted] Newcomerstown, Ohio 43832
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:

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DESCRIPTION OF ISSUE:

When the adjustment has been determined can you please provide me that amount with the breakdown?

Sincerely,

Samantha Boerstler
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Service Monitoring and Enforcement Department
Customer Service Investigator
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Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

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William Schaaf – Lead Compliance Investigator

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Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

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Sent: Monday, January 28, 2019 9:14 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Second Request for Information
Regarding the Initial Submission of a Consumer Complaint
CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted],
Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted], Newcomerstown, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:

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Sincerely,

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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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Sent: 1/22/2019 12:50 PM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted],Newcomerstown, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:

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DESCRIPTION OF ISSUE:

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Service Monitoring and Enforcement Department
Customer Service Investigator
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Sent: 1/17/2019 11:57 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

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[redacted] enrolled her two electric accounts in Palmco's service on 8/15/18, 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 accounts on 9/10/18.

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 12/28/18, [redacted] contacted our Customer Care line regarding her accounts. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her service with Indra. Per her request, an outbound drop transaction was submitted for the customer's account number ending in [redacted] and her utility (AEP) established a service end date of 1/9/19. The customer's other account number ending in [redacted] was not submitted for cancellation at this time; we later received an inbound drop transaction for this account on 12/31/18, and AEP established a service end date of 2/10/19. No termination fees were issued for the customer's decision to opt out of our supply service.

Our Customer Care staff spoke with [redacted] again, most recently on 1/7/19. The customer expressed concerns regarding her bill for the account number ending in [redacted], and our Customer Care rep advised her that the account would be submitted for internal review. Upon review, it was determined that [redacted] was billed according to the terms she agreed to at the time of enrollment, and that an adjustment to her bill was not warranted. However, as a courtesy to ensure customer satisfaction, we are going to proceed with adjusting the customer's final bill to the utility's standard offer, which will provide the financial effect of expediting the customer's return to the utility. Upon receiving the customer's final invoice, her bill will be adjusted accordingly.

At the time of enrollment, [redacted] agreed to enroll her 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: "*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*". [redacted] has been billed according to the terms she 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, January 11, 2019 11:40 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00246835

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Newcomerstown, Ohio [redacted]

SERVICE ADDRESS: [redacted], Newcomerstown, 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 morning,

[redacted] contacted the PUCO regarding the rate she is being billed. She stated when she agreed to switching to your company she did not agree to a variable rate like she is being informed by your reps. Due to the variable rate she is being charged her bill is now over $600 with AEP.

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

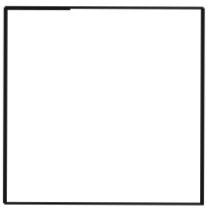
Service Monitoring and Enforcement Department

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._500t0Ef9LJ:ref

William Schaaf

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Monday, February 11, 2019 9:20 AM
To:	William Schaaf
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted] Newcomerstown, 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:
Can you provide me on an update with this case?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 2/4/2019 2:39 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha,

At this point, we are still waiting for the customer's final bill. Our Billing & Operations team was planning to hold the customer's final invoice; however, according to the information we have, the end date for the customer's account [redacted] is still a few days away (2/10/19). When we receive the customer's final bill information, we plan to adjust the February bill to the rate of 0.0553, which we have on record as the estimated utility price-to-compare. If the customer would have received a different rate with his standard supply from AEP, we remain willing to bill the customer at that rate instead.

If you were looking for any other information, please let us know. Otherwise, we will adjust the customer's final bill as mentioned here, when it is issued next week.

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: Monday, February 4, 2019 8:43 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted],Newcomerstown, 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:
Can you please provide me with an update on this case?

Sincerely,

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

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 1/28/2019 10:59 AM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]

ADDRESS: [redacted] Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted],Newcomerstown, 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:
When the adjustment has been determined can you please provide me that amount with the 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: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/28/2019 9:49 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]

We offer a market based variable product according to the following PUCO-approved terms:

*"**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 lass, 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."*

The URL stated in the terms above (IndraEnergy.com/ohio/ohio-variable-rates/) is also provided to customers in their Welcome Letter. Additionally, we post our monthly variable rates on the Ohio Apples to Apples website.

It is our goal to provide great service and a rate that our customers find suitable and competitive, but because the variable product is subject to market and circumstantial volatility, there is never a termination fee if the customer decides the service is not for them and chooses to cancel.

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: Monday, January 28, 2019 9:14 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Second Request for Information
Regarding the Initial Submission of a Consumer Complaint
CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted], Newcomerstown, 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 January 22. 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: 1/22/2019 12:50 PM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted] Newcomerstown, 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:

During the sales call [redacted] was informed she would only receive a two month rate of $0.052 due to the low rates for electric during the time. Due to this your company will want to adjust the rate so it will be at a competitive rate.

Can you please advise how she received a competitive rate when the account went variable?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/17/2019 11:57 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]:

[redacted] enrolled her two electric accounts in Palmco's service on 8/15/18, 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 accounts on 9/10/18.

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 12/28/18, [redacted] contacted our Customer Care line regarding her accounts. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her service with Indra. Per her request, an outbound drop transaction was submitted for the customer's account number ending in [redacted] and her utility (AEP) established a service end date of 1/9/19. The customer's other account number ending in [redacted] was not submitted for cancellation at this time; we later received an inbound drop transaction for this account on 12/31/18, and AEP established a service end date of 2/10/19. No termination fees were issued for the customer's decision to opt out of our supply service.

Our Customer Care staff spoke with [redacted] again, most recently on 1/7/19. The customer expressed concerns regarding her bill for the account number ending in [redacted], and our Customer Care rep advised her that the account would be submitted for internal review. Upon review, it was determined that [redacted] was billed according to the terms she agreed to at the time of enrollment, and that an adjustment to her bill was not warranted. However, as a courtesy to ensure customer satisfaction, we are going to proceed with adjusting the customer's final bill to the utility's standard offer, which will provide the financial effect of expediting the customer's return to the utility. Upon receiving the customer's final invoice, her bill will be adjusted accordingly.

At the time of enrollment, [redacted] agreed to enroll her 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: "*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*". [redacted] has been billed according to the terms she 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, January 11, 2019 11:40 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00246835

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Newcomerstown, Ohio [redacted]

SERVICE ADDRESS: [redacted], Newcomerstown, 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 morning,

[redacted] contacted the PUCO regarding the rate she is being billed. She stated when she agreed to switching to your company she did not agree to a variable rate like she is being informed by your reps. Due to the variable rate she is being charged her bill is now over $600 with AEP.

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._500t0Ef9U:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, February 12, 2019 12:18 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Samantha,

Regarding Case # 00246835, [redacted]

Following up on yesterday's email, the customer's final invoice has now been processed. The customer was billed at $0.0553 per kwh, at 5819 kwh, resulting in a supply charge of $321.79 for the final billing cycle (1/10/19 – 2/11/19).

Let us know if you need anything further. Thanks.

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: William Schaaf
Sent: Monday, February 11, 2019 11:35 AM
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 #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha,

Regarding Case # 00246835, [redacted]:

We are still going to bill the customer's final invoice at the rate of 0.0553. Although the end date was 2/10/19, we are still awaiting the customer's final bill information from AEP. We can keep you updated once this information does come in.

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: Monday, February 11, 2019 9:20 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted],Newcomerstown, 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:
Can you provide me on an update with this case?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 2/4/2019 2:39 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha,

At this point, we are still waiting for the customer's final bill. Our Billing & Operations team was planning to hold the customer's final invoice; however, according to the information we have, the end date for the customer's account [redacted] is still a few days away (2/10/19). When we receive the customer's final bill information, we plan to adjust the February bill to the rate of 0.0553, which we have on record as the estimated utility price-to-compare. If the customer would have received a different rate with his standard supply from AEP, we remain willing to bill the customer at that rate instead.

If you were looking for any other information, please let us know. Otherwise, we will adjust the customer's final bill as mentioned here, when it is issued next week.

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: Monday, February 4, 2019 8:43 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division

Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted],Newcomerstown, 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:
Can you please provide me with an update on this case?

Sincerely,

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

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 1/28/2019 10:59 AM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted],Newcomerstown, 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:
When the adjustment has been determined can you please provide me that amount with the 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: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/28/2019 9:49 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]

We offer a market based variable product according to the following PUCO-approved terms:

*"**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 whalesale 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."*

The URL stated in the terms above (IndraEnergy.com/ohio/ohio-variable-rates/) is also provided to customers in their Welcome Letter. Additionally, we post our monthly variable rates on the Ohio Apples to Apples website.

It is our goal to provide great service and a rate that our customers find suitable and competitive, but because the variable product is subject to market and circumstantial volatility, there is never a termination fee if the customer decides the service is not for them and chooses to cancel.

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: Monday, January 28, 2019 9:14 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Second Request for Information
Regarding the Initial Submission of a Consumer Complaint

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Newcomerstown, [redacted]
SERVICE ADDRESS: [redacted], Newcomerstown, 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 January 22. 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: 1/22/2019 12:50 PM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9U:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]

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

During the sales call [redacted] was informed she would only receive a two month rate of $0.052 due to the low rates for electric during the time. Due to this your company will want to adjust the rate so it will be at a competitive rate.

Can you please advise how she received a competitive rate when the account went variable?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/17/2019 11:57 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]:

[redacted] enrolled her two electric accounts in Palmco's service on 8/15/18, 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 accounts on 9/10/18.

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 12/28/18, [redacted] contacted our Customer Care line regarding her accounts. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her service with Indra. Per her request, an outbound drop transaction was submitted for the customer's account number ending in [redacted], and her utility (AEP) established a service end date of 1/9/19. The customer's other account number ending in [redacted] was not submitted for cancellation at this time; we later received an inbound drop transaction for this account on 12/31/18, and AEP established a service end date of 2/10/19. No termination fees were issued for the customer's decision to opt out of our supply service.

Our Customer Care staff spoke with [redacted] again, most recently on 1/7/19. The customer expressed concerns regarding her bill for the account number ending in [redacted], and our Customer Care rep advised her that the account would be submitted for internal review. Upon review, it was determined that [redacted] was billed according to the terms she agreed to at the time of enrollment, and that an adjustment to her bill was not warranted. However, as a courtesy to ensure customer satisfaction, we are going to proceed with adjusting the customer's final bill to the utility's standard offer, which will provide the financial effect of expediting the customer's return to the utility. Upon receiving the customer's final invoice, her bill will be adjusted accordingly.

At the time of enrollment, [redacted] agreed to enroll her 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: "*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*". [redacted] has been billed according to the terms she 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, January 11, 2019 11:40 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00246835

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted], Newcomerstown, Ohio [redacted]

SERVICE ADDRESS: [redacted], Newcomerstown, 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 morning,

[redacted] contacted the PUCO regarding the rate she is being billed. She stated when she agreed to switching to your company she did not agree to a variable rate like she is being informed by your reps. Due to the variable rate she is being charged her bill is now over $600 with AEP.

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._500t0Ef9U:ref

William Schaaf

From: William Schaaf
Sent: Monday, January 28, 2019 9:50 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]

We offer a market based variable product according to the following PUCO-approved terms:

*"**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."*

The URL stated in the terms above (IndraEnergy.com/ohio/ohio-variable-rates/) is also provided to customers in their Welcome Letter. Additionally, we post our monthly variable rates on the Ohio Apples to Apples website.

It is our goal to provide great service and a rate that our customers find suitable and competitive, but because the variable product is subject to market and circumstantial volatility, there is never a termination fee if the customer decides the service is not for them and chooses to cancel.

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: Monday, January 28, 2019 9:14 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Second Request for Information
Regarding the Initial Submission of a Consumer Complaint
CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted], Newcomerstown, 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 January 22. 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: 1/22/2019 12:50 PM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMI5SION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00246835
COMPANY:

CUSTOMER: [redacted]
ADDRESS: [redacted], Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted] Newcomerstown, 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:

During the sales call [redacted] was informed she would only receive a two month rate of $0.052 due to the low rates for electric during the time. Due to this your company will want to adjust the rate so it will be at a competitive rate.

Can you please advise how she received a competitive rate when the account went variable?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/17/2019 11:57 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]:

[redacted] enrolled her two electric accounts in Palmco's service on 8/15/18, 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 accounts on 9/10/18.

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 12/28/18, [redacted] contacted our Customer Care line regarding her accounts. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her service with Indra. Per her request, an outbound drop transaction was submitted for the customer's account number ending in [redacted] and her utility (AEP) established a service end date of 1/9/19. The customer's other account number ending in [redacted] was not submitted for cancellation at this time; we later received an inbound drop transaction for this account on 12/31/18, and AEP established a service end date of 2/10/19. No termination fees were issued for the customer's decision to opt out of our supply service.

Our Customer Care staff spoke with [redacted] again, most recently on 1/7/19. The customer expressed concerns regarding her bill for the account number ending in [redacted] and our Customer Care rep advised her that the account would be submitted for internal review. Upon review, it was determined that [redacted] was billed according to the terms she agreed to at the time of enrollment, and that an adjustment to her bill was not warranted. However, as a courtesy to ensure customer satisfaction, we are going to proceed with adjusting the customer's final bill to the utility's standard offer, which will provide the financial effect of expediting the customer's return to the utility. Upon receiving the customer's final invoice, her bill will be adjusted accordingly.

At the time of enrollment, [redacted] agreed to enroll her 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: "*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*". [redacted] has been billed according to the terms she 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, January 11, 2019 11:40 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00246835

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Newcomerstown, Ohio [redacted]

SERVICE ADDRESS: [redacted] Newcomerstown, 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 morning,

[redacted] contacted the PUCO regarding the rate she is being billed. She stated when she agreed to switching to your company she did not agree to a variable rate like she is being informed by your reps. Due to the variable rate she is being charged her bill is now over $600 with AEP.

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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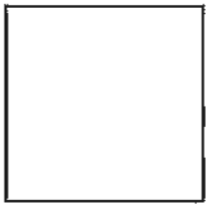


ref:_00Dt0GzXt._500t0Ef9LJ:ref

William Schaaf

From: William Schaaf
Sent: Thursday, January 17, 2019 11:58 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]
Attachments: [redacted]-Sales Call.mp3; [redacted]-TPV.MP3; [redacted]-Confirmation Pack-Acct [redacted]df; [redacted]-Confirmation Pack-A[redacted]df

Hello Samantha and the PUCO,

Regarding Case # 00246835, [redacted]

[redacted] enrolled her two electric accounts in Palmco's service on 8/15/18, 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 accounts on 9/10/18.

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 12/28/18, [redacted] contacted our Customer Care line regarding her accounts. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her service with Indra. Per her request, an outbound drop transaction was submitted for the customer's account number ending in [redacted] and her utility (AEP) established a service end date of 1/9/19. The customer's other account number ending in [redacted] was not submitted for cancellation at this time; we later received an inbound drop transaction for this account on 12/31/18, and AEP established a service end date of 2/10/19. No termination fees were issued for the customer's decision to opt out of our supply service.

Our Customer Care staff spoke with [redacted] again, most recently on 1/7/19. The customer expressed concerns regarding her bill for the account number ending in [redacted] and our Customer Care rep advised her that the account would be submitted for internal review. Upon review, it was determined that [redacted] was billed according to the terms she agreed to at the time of enrollment, and that an adjustment to her bill was not warranted. However, as a courtesy to ensure customer satisfaction, we are going to proceed with adjusting the customer's final bill to the utility's standard offer, which will provide the financial effect of expediting the customer's return to the utility. Upon receiving the customer's final invoice, her bill will be adjusted accordingly.

At the time of enrollment, [redacted] agreed to enroll her 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: "*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*". [redacted] has been billed according to the terms she agreed to at the time of enrollment.

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

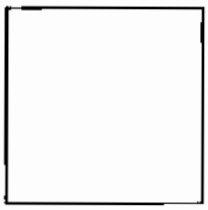
Thank you.

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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, January 11, 2019 11:40 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246835 [ref:_00Dt0GzXt._500t0Ef9LJ:ref]



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

CASE ID: 00246835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Newcomerstown, Ohio [redacted]
SERVICE ADDRESS: [redacted], Newcomerstown, 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 morning,

[redacted] contacted the PUCO regarding the rate she is being billed. She stated when she agreed to switching to your company she did not agree to a variable rate like she is being informed by your reps. Due to the variable rate she is being charged her bill is now over $600 with AEP.

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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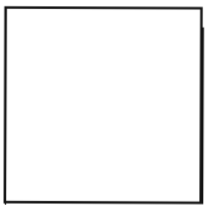

ref:_00Dt0GzXt._500t0Ef9LJ:ref

Thomas Sheehy

From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Thursday, December 27, 2018 1:16 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9:ref]

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

CASE ID: 00243756
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Lorain, Ohio [redacted]
SERVICE ADDRESS: [redacted], Lorain, Ohio [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

[redacted] contacted our office regarding a high bill she received. She said her bill is normally $30.00, and her recent bill increased to $320.00. She said that she's tried contacting the company about her enrollment and four times, she was hung up on.

When and how was the account enrolled?
Was this a telephonic enrollment? If so, please forward a copy of the sales call for review.
When and how was the welcome packet sent to the customer? Please forward a copy for review.

Please forward a copy of the TPV for review.
Please forward copies of any signed documents that the company might have for review.
If there is any other relevant information that I should know, it would be greatly appreciated. Thank you!

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._500t0ECEh9:ref

Thomas Sheehy

From: Orpheus Craigue
Sent: Thursday, January 10, 2019 3:57 PM
To: Indra Energy Compliance
Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9:ref]

Not sure if they sent this to Compliance too.

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 10, 2019 14:08
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9:ref]

Good afternoon,

Please be advised that the TPV you provided is not for this customer and it is not complete. The customer on this call provided the name of [redacted].

Please forward the correct and complete TPV for this customers account.

Thank you!
Cindi Mack

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 1/4/2019 11:50 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9:ref]

Hello Cindi,

Regarding PUCO Case ID 00243756; [redacted]:

This electric account was enrolled in Palmco's supply service on 8/13/2018 as the result of a door-to-door visit. We've attached the signed agreement and TPV recording responsible for this enrollment, as well as the confirmation packet sent shortly thereafter. Palmco began servicing the account 9/21/2018.

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

The customer reached out to our Customer Service line on 12/17/2018 and requested to cancel her service with Indra. A drop transaction was submitted to Ohio Edison, who established a service end date of 1/18/2019.

Upon receiving this complaint, we reviewed our records in an attempt to understand the customer's complaint of "tried contacting the company... four times, she was hung up on". We did find record of one brief inbound call on 12/26/2018; Indra's CSR indicated they picked up the line but could not hear anyone on the other end, so ultimately ended the call. We have not had similar complaints of connection issues, so it was assumed this was an unfortunate one-off issue, and are sorry if the customer had difficulties in reaching our staff. The customer should feel free to reach out to our Customer Service line if we can assist with her concerns.

The customer enrolled her electric account in our service at a variable rate with no guarantee of savings. On the TPV she completed in August 2018, the customer agreed to pricing prompts which included "Palmco will be selling you electricity at the introductory price of 5.1 cents per kWh for two bills" and "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." The customer was billed in accordance to the terms of her enrollment. We also note that Indra Energy also has fixed product offers available for Ohio residents who are not interested in variable product offers.

Thank you.

Orpheus Craigue – 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: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Thursday, January 3, 2019 13:11
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9: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: 00243756

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted]

Lorain, Ohio [redacted]

SERVICE ADDRESS: [redacted] Lorain, 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. 4901:1-21-06(D)(1)(h)(v)***

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on December 27. Please review the customer's concerns and respond within three business days.

****

Good afternoon,

[redacted] contacted our office regarding a high bill she received. She said her bill is normally $30.00, and her recent bill increased to $320.00. She said that she's tried contacting the company about her enrollment and four times, she was hung up on.

When and how was the account enrolled?

Was this a telephonic enrollment? If so, please forward a copy of the sales call for review.

When and how was the welcome packet sent to the customer? Please forward a copy for review.

Please forward a copy of the TPV for review.

Please forward copies of any signed documents that the company might have for review.

If there is any other relevant information that I should know, it would be greatly appreciated. Thank you!

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._500t0ECEh9:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Monday, January 14, 2019 11:50 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9:ref]
Attachments: TPV RIVERA.MP3

Categories: PUCO Complaint

Good morning Cindi,

I'm back in the office today - I apologize for the error with the audio file. The correct TPV for this customer is attached here.

Sorry for any confusion, and feel free to reach out if you need anything else. 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, January 10, 2019 14:08
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9:ref]

Good afternoon,

Please be advised that the TPV you provided is not for this customer and it is not complete. The customer on this call provided the name of [redacted]

Please forward the correct and complete TPV for this customers account.

Thank you!
Cindi Mack

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 1/4/2019 11:50 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9:ref]

Hello Cindi,

Regarding PUCO Case ID 00243756; [redacted]:

This electric account was enrolled in Palmco's supply service on 8/13/2018 as the result of a door-to-door visit. We've attached the signed agreement and TPV recording responsible for this enrollment, as well as the confirmation packet sent shortly thereafter. Palmco began servicing the account 9/21/2018.

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

The customer reached out to our Customer Service line on 12/17/2018 and requested to cancel her service with Indra. A drop transaction was submitted to Ohio Edison, who established a service end date of 1/18/2019.

Upon receiving this complaint, we reviewed our records in an attempt to understand the customer's complaint of "tried contacting the company... four times, she was hung up on". We did find record of one brief inbound call on 12/26/2018; Indra's CSR indicated they picked up the line but could not hear anyone on the other end, so ultimately ended the call. We have not had similar complaints of connection issues, so it was assumed this was an unfortunate one-off issue, and are sorry if the customer had difficulties in reaching our staff. The customer should feel free to reach out to our Customer Service line if we can assist with her concerns.

The customer enrolled her electric account in our service at a variable rate with no guarantee of savings. On the TPV she completed in August 2018, the customer agreed to pricing prompts which included "Palmco will be selling you electricity at the introductory price of 5.1 cents per kWh for two bills" and "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." The customer was billed in accordance to the terms of her enrollment. We also note that Indra Energy also has fixed product offers available for Ohio residents who are not interested in variable product offers.

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: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Thursday, January 3, 2019 13:11
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9: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: 00243756

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted],

Lorain, Ohio [redacted]

SERVICE ADDRESS: [redacted], Lorain, 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:

An initial complaint was sent to you on December 27. Please review the customer's concerns and respond within three business days.

****

Good afternoon,

[redacted] contacted our office regarding a high bill she received. She said her bill is normally $30.00, and her recent bill increased to $320.00. She said that she's tried contacting the company about her enrollment and four times, she was hung up on.

When and how was the account enrolled?

Was this a telephonic enrollment? If so, please forward a copy of the sales call for review.

When and how was the welcome packet sent to the customer? Please forward a copy for review.

Please forward a copy of the TPV for review.

Please forward copies of any signed documents that the company might have for review.

If there is any other relevant information that I should know, it would be greatly appreciated. Thank you!

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._500t0ECEh9:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Friday, January 4, 2019 11:50 AM
To: Cindi Mack
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9:ref]
Attachments: [redacted] - Signed Contract.pdf; [redacted] - TPV.MP3; [redacted] - Confirmation Pack.pdf

Categories: PUCO Complaint

Hello Cindi,

Regarding PUCO Case ID 00243756; [redacted]:

This electric account was enrolled in Palmco's supply service on 8/13/2018 as the result of a door-to-door visit. We've attached the signed agreement and TPV recording responsible for this enrollment, as well as the confirmation packet sent shortly thereafter. Palmco began servicing the account 9/21/2018.

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

The customer reached out to our Customer Service line on 12/17/2018 and requested to cancel her service with Indra. A drop transaction was submitted to Ohio Edison, who established a service end date of 1/18/2019.

Upon receiving this complaint, we reviewed our records in an attempt to understand the customer's complaint of "tried contacting the company... four times, she was hung up on". We did find record of one brief inbound call on 12/26/2018; Indra's CSR indicated they picked up the line but could not hear anyone on the other end, so ultimately ended the call. We have not had similar complaints of connection issues, so it was assumed this was an unfortunate one-off issue, and are sorry if the customer had difficulties in reaching our staff. The customer should feel free to reach out to our Customer Service line if we can assist with her concerns.

The customer enrolled her electric account in our service at a variable rate with no guarantee of savings. On the TPV she completed in August 2018, the customer agreed to pricing prompts which included "Palmco will be selling you electricity at the introductory price of 5.1 cents per kWh for two bills" and "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." The customer was billed in accordance to the terms of her enrollment. We also note that Indra Energy also has fixed product offers available for Ohio residents who are not interested in variable product offers.

Thank you.

Orpheus Craigue – 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: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Thursday, January 3, 2019 13:11
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243756 [ref:_00Dt0GzXt._500t0ECEh9: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: 00243756
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted],
Lorain, Ohio [redacted]
SERVICE ADDRESS: [redacted] Lorain, Ohio 44053
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBER [redacted]
N[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 27. Please review the customer's concerns and respond within three business days.

****

Good afternoon,

[redacted] contacted our office regarding a high bill she received. She said her bill is normally $30.00, and her recent bill increased to $320.00. She said that she's tried contacting the company about her enrollment and four times, she was hung up on.

When and how was the account enrolled?
Was this a telephonic enrollment? If so, please forward a copy of the sales call for review.
When and how was the welcome packet sent to the customer? Please forward a copy for review.

Please forward a copy of the TPV for review.
Please forward copies of any signed documents that the company might have for review.
If there is any other relevant information that I should know, it would be greatly appreciated. Thank you!

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._500t0ECEh9:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 15, 2019 8:46 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247345 [ref:_00Dt0GzXt._500t0EfV35:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00247345
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Dayton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Dayton, 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:

This customer contacted the PUCO for assistance in resolving a billing dispute he has with the company. He said that the company recently charged him a rate of $.17 per kWh. He stated that his contract was supposed to have been at a fixed price, though he was unable to remember the actual details of the agreement.

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

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ref:_00Dt0GzXt._500t0EfV35:ref

Thomas Sheehy

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 22, 2019 12:56 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247345 [ref:_00Dt0GzXt._500t0EfV35:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00247345
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Dayton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Dayton, 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:

1. Please be advised that Staff considers that O.A.C. 4901:1-21-06(D)(2)(a)(vi)(e) requires that if there is no early termination fee for early cancellation, it shall be so stated in the TPV.

2. How was this TPV in compliance with O.A.C. 4901:1-21-06(D)(2)(a)(x)?

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._500t0EfV35:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 5, 2019 2:02 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247345 [ref:_00Dt0GzXt._500t0EfV35:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00247345
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Dayton, Ohio [redacted]
SERVICE ADDRESS: [redacted],Dayton, 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:
1. Please provide a month by month listing of the rates charged to this customer.

2. Would the company be willing to re-rate this customer?

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._500t0EfV35:ref

William Schaaf

From: Thomas Sheehy
Sent: Wednesday, February 6, 2019 9:48 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247345 [ref:_00Dt0GzXt._500t0EfV35:ref]

Michael,

Regarding Case # 00247345, [redacted]:

[redacted] received our service beginning in December 2017 and didn't indicate any dissatisfaction with service until January 2019. He was seemingly a happy customer for a more than a year before requesting the cancellation of service. He also received a series of Gift Cards in line with a promotion offered when he enrolled. Considering his apparent satisfaction with service until recently, my inclination would be to provide a rerate for services starting with the billing cycle beginning 11/19/2018, as well as past due interest accrued. Issuing a rerate from that point forward would cover the 2 most recent billing cycles (additionally any upcoming final bill not yet rendered) and would provide a refund for the difference between our services and the utility's standard offer well before [redacted] called to express dissatisfaction and request cancellation.

That's my personal inclination and what I believe would be fair. However, if you feel strongly about providing a rerate for the life of the account, I will defer to you. I've included the billing history for the account below. Please let us know your thoughts. Thanks.

Begin Date	End Date	Usage	Rate	Total
12/18/2018	1/21/2019	1942	0.22291	$432.90
11/19/2018	12/18/2018	1623	0.17360	$281.76
10/22/2018	11/19/2018	1270	0.13880	$176.27
9/20/2018	10/22/2018	1087	0.11352	$123.40
8/22/2018	9/20/2018	995	0.10514	$104.61
7/20/2018	8/22/2018	1183	0.10523	$124.49
6/20/2018	7/20/2018	1101	0.10583	$116.52
5/21/2018	6/20/2018	1117	0.10376	$115.90
4/19/2018	5/21/2018	1113	0.10955	$121.93
3/21/2018	4/19/2018	1367	0.11815	$161.51
2/19/2018	3/21/2018	1475	0.05490	$80.98
1/18/2018	2/19/2018	1868	0.05490	$102.55
12/16/2017	1/18/2018	2843	0.05490	$156.08
	Past Due Interest 1/17/2019			$4.23
	Past Due Interest 12/19/2018			$2.64
	Past Due Interest 11/21/2018			$1.85

Thomas Sheehy – Compliance Officer

1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 718.975.6601
F: 718.851.2427
www.IndraEnergy.com

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 5, 2019 2:02 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247345 [ref:_00Dt0GzXt._500t0EfV35:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00247345
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Dayton, Ohio [redacted]
SERVICE ADDRESS: [redacted],Dayton, 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:
1. Please provide a month by month listing of the rates charged to this customer.

2. Would the company be willing to re-rate this customer?

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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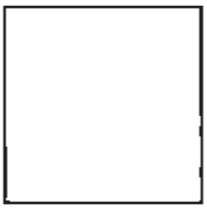

ref:_00Dt0GzXt._500t0EfV35:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Friday, January 25, 2019 5:33 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247345 [ref:_00Dt0GzXt._500t0EfV35:ref]

Categories: PUCO Complaint

Hello Michael and the PUCO,

Regarding Case # 00247345, [redacted]

You are correct on both points here. There seems to have been a scripting failure that omitted these points. However, despite this omission, we still provided service as summarized on TPV and detailed in terms and conditions of service, and there is never a termination fee for the decision to opt out of service.

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: Tuesday, January 22, 2019 12:56
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247345 [ref:_00Dt0GzXt._500t0EfV35:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00247345
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Dayton, Ohio [redacted]
SERVICE ADDRESS: [redacted],Dayton, 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:

1. Please be advised that Staff considers that O.A.C. 4901:1-21-06(D)(2)(a)(vi)(e) requires that if there is no early termination fee for early cancellation, it shall be so stated in the TPV.

2. How was this TPV in compliance with O.A.C. 4901:1-21-06(D)(2)(a)(x)?

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._500t0EfV35:ref

William Schaaf

From: William Schaaf
Sent: Friday, January 18, 2019 5:04 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247345 [ref:_00Dt0GzXt._500t0EfV35:ref]
Attachments: [redacted]-Sales Call.mp3; [redacted]-TPV.MP3; [redacted]-Confirmation Pack.pdf

Hello Michael and the PUCO,

Regarding Case # 00247345, [redacted]:

[redacted] enrolled his electric account in Palmco's service on 11/27/17, 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 12/16/17.

As part of a promotion selected at the time of enrollment, the customer was sent $25 Restaurant.com Gift cards on 3/2/18, 4/24/18, 9/4/18, and 10/23/18, for a total value of $100 in Gift Cards.

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 1/14/19, [redacted] contacted our Customer Care line and requested the cancellation of his account. Per his request, an outbound drop transaction was submitted, and the customer's utility (DPL) established a service end date of 2/19/19. No termination fees were issued for the customer's decision to opt out of our supply service.

At the time of enrollment, [redacted] did not enroll in a fixed contract as claimed in his complaint and so would not have received a notice of a fixed rate expiring; rather, he authorized the enrollment of his electric account in a variable rate product which contained a three-month introductory rate. During the attached TPV recording, he agreed to the following terms: "*Palmco will be selling you electricity at the introductory price of 5.49 cents per kWh for your first three bills*." He also acknowledged his understanding that "*Beginning with your fourth bill, the price you pay for electricity may vary from month to month....Palmco cannot guarantee our supply price will be lower than your utility in any given month*". [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
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: Tuesday, January 15, 2019 8:46 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247345 [ref:_00Dt0GzXt._500t0EfV35:ref]

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

CASE ID: 00247345
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Dayton, Ohio [redacted]
SERVICE ADDRESS: [redacted] Dayton, 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:

This customer contacted the PUCO for assistance in resolving a billing dispute he has with the company. He said that the company recently charged him a rate of $.17 per kWh. He stated that his contract was supposed to have been at a fixed price, though he was unable to remember the actual details of the agreement.

1. What was the method of enrollment?

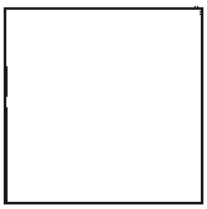
2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms 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._500t0EfV35:ref

Orpheus Craigue

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Wednesday, January 23, 2019 1:40 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246972 [ref:_00Dt0GzXt._500t0EfD5w:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00246972
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Willoughby, Ohio [redacted]
SERVICE ADDRESS: [redacted] Willoughby, 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:

Customer is disputing his enrollment. Please provide enrollment TPV, sales portion of the call and the contract terms and conditions.

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._500t0EfD5w:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Friday, January 25, 2019 4:15 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246972 [ref:_00Dt0GzXt._500t0EfD5w:ref]
Attachments: [redacted] - TPV.mp3; [redacted] - Confirmation Pack Electric.pdf; [redacted] - Confirmation Pack Gas.pdf

Categories: PUCO Complaint

Good afternoon Darita,

Regarding PUCO Case ID 246972; [redacted]

This enrollment was the result of a door-to-door visit on 1/11/2019; we're attaching the TPV recording from that day, completed around 2:45pm. Less than an hour later, the customer reached out to our Customer Service line, and was advised that we would cancel the customer's pending enrollment; [redacted] electric and gas accounts will not receive Indra's supply.

Confirmation packages (attached here) were mailed to this customer on Monday, 1/14/2019. Although we successfully halted the customer's pending enrollment, we were unable to intercept and halt the confirmation packages before our automated processes had triggered the generation and mailing of these letters. We're sorry if this contributed to any confusion on behalf of [redacted].

Please let us know if you need anything else. 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: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Wednesday, January 23, 2019 13:40
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00246972 [ref:_00Dt0GzXt._500t0EfD5w:ref]

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

CASE ID: 00246972
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Willoughby, Ohio [redacted]
SERVICE ADDRESS: [redacted] Willoughby, 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:

Customer is disputing his enrollment. Please provide enrollment TPV, sales portion of the call and the contract terms and conditions.

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._500t0EfD5w:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 21, 2019 4:23 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00254446
CUSTOMER: [redacted]
ADDRESS: [redacted], Ohio [redacted]
SERVICE ADDRESS: [redacted] Mansfield, 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.

According to this customer, she began to notice charges from Indra starting with her December 2018 Columbia Gas billing statement. She states she called Indra and was told that [redacted] enrolled over the phone in August 2018 and played her a tape of the enrollment call that was garbled. When she disputed this she was told the enrollment was completed via a door to door sales call. Columbia Gas has now sent her a disconnection notice for a past due amount of $335 which she states is for supply provided by Indra. Ms. Knipp believes the Indra enrollment was slamming.

Please review this account and advise:

1. When, how, and who completed the enrollment of this customer's

account. Please include a copy of the enrollment confirmation tape Ms. Knipp states she was told exists.

2. When Indra began billing this customer for service.

3. If a drop order has been requested and processed for this account. If so, what is the service end date provided by Columbia Gas.

4. If there is an ETF associated with this enrollment. Is so, will the ETF be waived and if not, why not.

Additionally, please provide:

1. A copy of the billing and payment history Indra has for this account.
2. A copy of the rate per CCF billed to this customer each billing period.
3. A copy of the signed agreement for service as the customer was told this was a door to door enrollment.
4. A copy of the Welcome Letter, including the terms and conditions for service, issued to the customer.

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._500t0FLuwR:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, February 27, 2019 6:10 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]
Attachments: [redacted] - Signed Contract.pdf; [redacted] - TPV.mp3; [redacted] - Confirmation Pack.pdf

Categories: PUCO Complaint

Hello Christina,

Regarding PUCO Case ID 00254446; [redacted]

This gas account was enrolled in Palmco's service on 8/22/2018, as a result of a door-to-door sale. [redacted] completed a signed contract and TPV recording. We've reattached those items here, along with the confirmation packet mailed to the customer following enrollment.

Gas Plan: Variable. This included a two-month introductory rate of $0.37, after which the rate would vary month-to-month.

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

The customer began receiving our gas supply on 9/14/2018. The customer reached out to our Customer Service line to cancel her account on 2/20/2019. Columbia Gas established a retroactive end date of 2/15/2019. No ETF was issued for cancellation.

At this point, we're unable to substantiate [redacted] allegation that this account was slammed. The customer has been sent a copy of the TPV recording, where the authorizer identified himself as [redacted] The customer was then billed at a variable rate, and was not issued any ETFs for opting out of our supply. However, considering that the customer expressed financial hardship after the issuance of their final bill with Indra as their supplier, we'd be willing to rerate the customer's final bill to that of her standard supply, if that would help resolve the customer's complaint. Otherwise, we'll wait for the PUCO to finish reviewing the customer's account and complaint.

See below for the Billing and payment history for this customer.

Begin Read Date	End Read Date	Billed Usage	Unit Price	Usage	Tax	Total
1/17/19	2/15/19	155	1.74632	270.68	18.95	289.63
12/14/18	1/17/19	133	0.79429	105.64	7.39	113.03
11/13/18	12/14/18	129	0.79248	102.23	7.16	109.39
10/15/18	11/13/18	75	0.37000	27.75	1.94	29.69
9/14/18	10/15/18	16	0.37000	5.92	0.41	6.33

Paid Date	Amount
2/1/19	113.03
1/1/19	109.39

12/1/18	29.69
11/1/18	6.33

If we can be of any further assistance, 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: Orpheus Craigue
Sent: Wednesday, February 27, 2019 07:52
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 #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Hello Christina,

We're still working on putting together a comprehensive response to the questions you've raised regarding the gas account here. In the meantime, please find the signed agreement and TPV recording responsible for this enrollment. Additionally, I do see that the customer's account was previously dropped, and has an end date of 2/15/2019.

We'll get a more detailed response out to you as soon as we're able. 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 16:23
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIE5 COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

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

CASE ID: 00254446
CUSTOMER: [redacted]
ADDRESS: [redacted] Ohio [redacted]
SERVICE ADDRESS: [redacted], Mansfield, 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.

According to this customer, she began to notice charges from Indra starting with her December 2018 Columbia Gas billing statement. She states she called Indra and was told that Thomas enrolled over the phone in August 2018 and played her a tape of the enrollment call that was garbled. When she disputed this she was told the enrollment was completed via a door to door sales call. Columbia Gas has now sent her a disconnection notice for a past due amount of $335 which she states is for supply provided by Indra. [redacted] believes the Indra enrollment was slamming.

Please review this account and advise:

1. When, how, and who completed the enrollment of this customer's account. Please include a copy of the enrollment confirmation tape [redacted] states she was told exists.

2. When Indra began billing this customer for service.

3. If a drop order has been requested and processed for this account. If so, what is the service end date provided by Columbia Gas.

4. If there is an ETF associated with this enrollment. Is so, will the ETF be waived and if not, why not.

Additionally, please provide:

1. A copy of the billing and payment history Indra has for this account.

2. A copy of the rate per CCF billed to this customer each billing period.
3. A copy of the signed agreement for service as the customer was told this was a door to door enrollment.
4. A copy of the Welcome Letter, including the terms and conditions for service, issued to the customer.

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._500t0FLuwR:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 28, 2019 1:48 PM
To: Orpheus Craigue
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Good afternoon Mr. Craigue.

Thank you for the response dated February 27, 2019. Upon review of the documentation, I found that although the TPV and Welcome letter state the two month introductory rate, the signed agreement for service did not. Therefore, please advise why the third and fourth billings issued will not be rerated to the SCO. This is in addition to the rerate to the SCO to be performed to the fifth billing.

Additionally, what is the amount to be credit to the customer, including taxes, and when\how will the credit be issued? (FYI - I'm showing the Columbia Gas SCO as follows:
11-13 to 12-14-18: $0.595
12-14 to 1-17-19: $0.487
1-17 to 2-15-19: $0.418

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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---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/27/2019 6:09 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Hello Christina,

Regarding PUCO Case ID 00254446; [redacted]

This gas account was enrolled in Palmco's service on 8/22/2018, as a result of a door-to-door sale. [redacted] completed a signed contract and TPV recording. We've reattached those items here, along with the confirmation packet mailed to the customer following enrollment.

Gas Plan: Variable. This included a two-month introductory rate of $0.37, after which the rate would vary month-to-month.

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

The customer began receiving our gas supply on 9/14/2018. The customer reached out to our Customer Service line to cancel her account on 2/20/2019. Columbia Gas established a retroactive end date of 2/15/2019. No ETF was issued for cancellation.

At this point, we're unable to substantiate [redacted] allegation that this account was slammed. The customer has been sent a copy of the TPV recording, where the authorizer identified himself as [redacted] The customer was then billed at a variable rate, and was not issued any ETFs for opting out of our supply. However, considering that the customer expressed financial hardship after the issuance of their final bill with Indra as their supplier, we'd be willing to rerate the customer's final bill to that of her standard supply, if that would help resolve the customer's complaint. Otherwise, we'll wait for the PUCO to finish reviewing the customer's account and complaint.

See below for the Billing and payment history for this customer.

Begin Read Date	End Read Date	Billed Usage	Unit Price	Usage	Tax	Total
1/17/19	2/15/19	155	1.74632	270.68	18.95	289.63
12/14/18	1/17/19	133	0.79429	105.64	7.39	113.03
11/13/18	12/14/18	129	0.79248	102.23	7.16	109.39
10/15/18	11/13/18	75	0.37000	27.75	1.94	29.69
9/14/18	10/15/18	16	0.37000	5.92	0.41	6.33

Paid Date	Amount
2/1/19	113.03
1/1/19	109.39

12/1/18	29.69
11/1/18	6.33

If we can be of any further assistance, 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: Orpheus Craigue
Sent: Wednesday, February 27, 2019 07:52
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 #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Hello Christina,

We're still working on putting together a comprehensive response to the questions you've raised regarding the gas account here. In the meantime, please find the signed agreement and TPV recording responsible for this enrollment. Additionally, I do see that the customer's account was previously dropped, and has an end date of 2/15/2019.

We'll get a more detailed response out to you as soon as we're able. 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 16:23
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00254446

CUSTOMER: [redacted]

ADDRESS: [redacted] Mansfield, Ohio [redacted]

SERVICE ADDRESS: [redacted] Mansfield, 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.

According to this customer, she began to notice charges from Indra starting with her December 2018 Columbia Gas billing statement. She states she called Indra and was told that [redacted] enrolled over the phone in August 2018 and played her a tape of the enrollment call that was garbled. When she disputed this she was told the enrollment was completed via a door to door sales call. Columbia Gas has now sent her a disconnection notice for a past due amount of $335 which she states is for supply provided by Indra. [redacted] believes the Indra enrollment was slamming.

Please review this account and advise:

1. When, how, and who completed the enrollment of this customer's account. Please include a copy of the enrollment confirmation tape [redacted] states she was told exists.

2. When Indra began billing this customer for service.

3. If a drop order has been requested and processed for this account. If so, what is the service end date provided by Columbia Gas.

4. If there is an ETF associated with this enrollment. Is so, will the ETF be waived and if not, why not.

Additionally, please provide:

1. A copy of the billing and payment history Indra has for this account.
2. A copy of the rate per CCF billed to this customer each billing period.
3. A copy of the signed agreement for service as the customer was told this was a door to door enrollment.
4. A copy of the Welcome Letter, including the terms and conditions for service, issued to the customer.

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._500t0FLuwR:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Monday, March 4, 2019 1:07 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Categories: PUCO Complaint

Good Afternoon Christina,

You are correct, I don't see the rate entered onto the signed agreement. However, we are not aware of any regulation that would invalidate the enrollment based on that information not being included. With this gas enrollment being a variable agreement, we're unsure of why this information not being included would necessitate a rerate.

Is there some requirement I'm not aware of that would require the customer's introductory rate to be disclosed on the signed agreement? If so, we would appreciate if you could point it out, so that we can be better prepared for this type of concern going forward.

If you wish to discuss further, 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: Thursday, February 28, 2019 13:48
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Good afternoon Mr. Craigue.

Thank you for the response dated February 27, 2019. Upon review of the documentation, I found that although the TPV and Welcome letter state the two month introductory rate, the signed agreement for service did not. Therefore, please advise why the third and fourth billings issued will not be rerated to the SCO. This is in addition to the rerate to the SCO to be performed to the fifth billing.

Additionally, what is the amount to be credit to the customer, including taxes, and when\how will the credit be issued? (FYI - I'm showing the Columbia Gas SCO as follows:
11-13 to 12-14-18: $0.595
12-14 to 1-17-19: $0.487
1-17 to 2-15-19: $0.418

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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---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 2/27/2019 6:09 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Hello Christina,

Regarding PUCO Case ID 00254446; [redacted]:

This gas account was enrolled in Palmco's service on 8/22/2018, as a result of a door-to-door sale. [redacted] completed a signed contract and TPV recording. We've reattached those items here, along with the confirmation packet mailed to the customer following enrollment.

Gas Plan: Variable. This included a two-month introductory rate of $0.37, after which the rate would vary month-to-month.

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

The customer began receiving our gas supply on 9/14/2018. The customer reached out to our Customer Service line to cancel her account on 2/20/2019. Columbia Gas established a retroactive end date of 2/15/2019. No ETF was issued for cancellation.

At this point, we're unable to substantiate [redacted] allegation that this account was slammed. The customer has been sent a copy of the TPV recording, where the authorizer identified himself as [redacted] The customer was then billed at a variable rate, and was not issued any ETFs for opting out of our supply. However, considering that the customer expressed financial hardship after the issuance of their final bill with Indra as their supplier, we'd be willing to rerate the customer's final bill to that of her standard supply, if that would help resolve the customer's complaint. Otherwise, we'll wait for the PUCO to finish reviewing the customer's account and complaint.

See below for the Billing and payment history for this customer.

Begin Read Date	End Read Date	Billed Usage	Unit Price	Usage	Tax	Total
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12/14/18	1/17/19	133	0.79429	105.64	7.39	113.03
11/13/18	12/14/18	129	0.79248	102.23	7.16	109.39
10/15/18	11/13/18	75	0.37000	27.75	1.94	29.69
9/14/18	10/15/18	16	0.37000	5.92	0.41	6.33

Paid Date	Amount
2/1/19	113.03
1/1/19	109.39
12/1/18	29.69
11/1/18	6.33

If we can be of any further assistance, 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: Orpheus Craigue
Sent: Wednesday, February 27, 2019 07:52
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 #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Hello Christina,

We're still working on putting together a comprehensive response to the questions you've raised regarding the gas account here. In the meantime, please find the signed agreement and TPV recording responsible for this enrollment. Additionally, I do see that the customer's account was previously dropped, and has an end date of 2/15/2019.

We'll get a more detailed response out to you as soon as we're able. 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 16:23
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254446 [ref:_00Dt0GzXt._500t0FLuwR:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00254446

CUSTOMER: [redacted]

ADDRESS: [redacted], Mansfield, Ohio [redacted]

SERVICE ADDRESS: [redacted], Mansfield, 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.

According to this customer, she began to notice charges from Indra starting with her December 2018 Columbia Gas billing statement. She states she called Indra and was told that [redacted] enrolled over the phone in August 2018 and played her a tape of the enrollment call that was garbled. When she disputed this she was told the enrollment was completed via a door to door sales call. Columbia Gas has now sent her a disconnection notice for a past due amount of $335 which she states is for supply provided by Indra. [redacted] believes the Indra enrollment

was slamming.

Please review this account and advise:

1. When, how, and who completed the enrollment of this customer's account. Please include a copy of the enrollment confirmation tape [redacted] states she was told exists.

2. When Indra began billing this customer for service.

3. If a drop order has been requested and processed for this account. If so, what is the service end date provided by Columbia Gas.

4. If there is an ETF associated with this enrollment. Is so, will the ETF be waived and if not, why not.

Additionally, please provide:

1. A copy of the billing and payment history Indra has for this account.
2. A copy of the rate per CCF billed to this customer each billing period.
3. A copy of the signed agreement for service as the customer was told this was a door to door enrollment.
4. A copy of the Welcome Letter, including the terms and conditions for service, issued to the customer.

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._500t0FLuwR:ref

Sariah Brinker

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 15, 2019 11:12 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256613 [ref:_00Dt0GzXt._500t0FMymw:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256613
CUSTOMER: [redacted]
ADDRESS: [redacted], Lima, Ohio [redacted]
SERVICE ADDRESS: [redacted], Lima, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: n/a
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 Palmco. The customer was concerned regarding her rate. The customer believed to be enrolled for a lower rate.

When was this account enrolled, and how?

Please provide copies of:

*The sales call to this customer
*The TPV completed at the time of enrollment or the IP address used by the customer to submit the enrollment request

Sariah Brinker

From: William Schaaf
Sent: Wednesday, March 20, 2019 5:49 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256613 [ref:_00Dt0GzXt._500t0FMymw:ref]
Attachments: [redacted]-TPV.mp3; [redacted]-Agreement.pdf; [redacted]-Gas Confirmation Package.pdf; [redacted]-Electric Confirmation Package.pdf; Indra Postcard.pdf

Hello Maureen and the PUCO,

Regarding Case # 00256613, [redacted]:

[redacted] enrolled her gas and electric accounts in Palmco's variable plans on 9/27/17, 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 10/26/17 and 10/19/17, respectively.

Gas Plan: Variable. This included a three-month introductory rate of $2.75 per Mcf, after which the rate would vary month-to-month. No ETFs.
Electric Plan: Variable. This included a three-month introductory rate of $0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

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

On 1/16/19, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. The customer's electric account stopped receiving our supply on 2/21/19.

Upon receiving this complaint, since the customer expressed concerns with the variable rate product she was enrolled in, we submitted an outbound drop for the customer's gas account. A service end date will be determined by the customer's gas utility.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard service, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for her gas utility, and will also adjust the customer's final bill(s), once rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to $139.34 for the billing cycle of 1/29/19 – 2/27/19.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	91	$168.68	$0.3020	$27.48	$1.86	$29.34	**$139.34**

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: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 15, 2019 11:12 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256613 [ref:_00Dt0GzXt._500t0FMymw:ref]

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

CASE ID: 00256613
CUSTOMER: [redacted]
ADDRESS: [redacted], Lima, Ohio [redacted]
SERVICE ADDRESS: [redacted], Lima, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: n/a
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 Palmco. The customer was concerned regarding her rate. The customer believed to be enrolled for a lower rate.

When was this account enrolled, and how?

Please provide copies of:

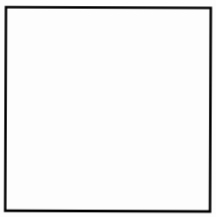
*The sales call to this customer
*The TPV completed at the time of enrollment or the IP address used by the customer to submit the enrollment request
*Welcome Letter with the Terms and Conditions for service mailed or e-mailed to the customer
*Any signed enrollment agreements
*Renewal letters

Please provide any additional information that may assist in investigation.

Sincerely,

Maureen Harbolt
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._500t0FMymw:ref

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

PALMco Energy OH, LLC / PALMco Power OH, LLC

NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT (OHIO)

V.E.17.03.27

CUSTOMER INFORMATION

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

Date of Birth (mandatory) 3 / 31 / 30 **Full Tax ID** (commercial accounts) _____

E-mail Address: N/A

Please provide us with your e-mail address to authorize us to send notices about your account. Providing your email address will allow you to access your customer portal and ac[redacted]es not sell, provide or share your e-mail information with third parties.

Service Address: [redacted] **City:** Lima **State:** OH **Zip Code:** [redacted]

Billing Address (If Different): _____ **City:** _____ **State:** _____ **Zip Code:** _____

Phone Number: [redacted] ☒ **Mobile** ☐ **Home**

ACCOU[redacted]

Third Party Verification # (TPV): [redacted]

Account Holder's Name on Electricity Account: [redacted]

Electricity Utility Account Number: [redacted] Budget Billing: ☐ Yes ☒ No

Introductory Electricity Variable Rate Supply:			
Duke Energy _____ Per kWh (Account Number 10 digits)	DP&L _____ Per kWh (Account Number 10 digits)	AEP 0.05200 Per kWh (Customer Number 17 digits)	
Toledo Edison _____ Per kWh (Customer Number 20 digits)	Illuminating Company _____ Per kWh (Customer Number 20 digits)	Ohio Edison _____ Per kWh (Customer Number 20 digits)	

You will pay the Introductory rate stated above for the first three 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 electricity utility may impose. For full details see the Pricing section in the Terms and Conditions.

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

Natural Gas Utility Account Numb[redacted] Budget Billing: ☐ Yes ☒ No

Introductory Natural Gas Variable Rate Supply:			
Duke Energy _____ Per Ccf (Account Number 10 digits)	Dominion 2.7500 Per MCF (Account Number 10 digits)	Columbia Gas Ohio _____ Per Ccf (Service Delivery 17 digit)	Vectren _____ Per Ccf (Account Number 17 digits)

You will pay the Introductory rate stated above for the first three 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: (choose only one) ☐ PALMco's Loyalty Credit ☐ 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 natural gas and/or electricity distribution company. X
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my natural gas and/or electricity. X
3. The representative explained to me the price for electricity and/or natural gas under this contract. X
4. The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decides to cancel the contract. X
5. The representative explained my right to cancel. X
6. The representative left two completed right to cancel notices with me. X
7. The representative disclosed that no early termination liability fee would apply if I cancel the contract. X

This is an agreement, together with the Terms and Conditions, 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 above (or in any 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 above (or in any addendum) at a price as described in this Agreement. 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. **(F)** Your incumbent gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CA[redacted]**IGHT.**

By signing below, you agree to the terms and conditions of this Agree[redacted]

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

By: Robert Dawson (465) By [redacted]

REPRESENTATIVE'S NAME (PRINT) ID NUMBER

By: Robert Dawson Dat[redacted]

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

9/29/2017

[redacted]
Lima, 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 **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 $2.75000 for the first three billing cycles, and a variable rate thereafter.**
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. 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 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

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

9/29/2017

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

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

Below is a summary of your service account with PALMco:

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

Utility Account Number: [redacted]
Rate Plan: **Introductory Rate of $0.05200 for the first three 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 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

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V.E.17-09.06

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: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 27, 2019 11:20 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255555 [ref:_00Dt0GzXt._500t0FMTPb:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255555
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Painesville, Ohio [redacted]
SERVICE ADDRESS: [redacted], Painesville, 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 disputes the high rate charged. They state the sales rep said to call him in a few months to get another low rate, but that rep's phone # is disconnected. The customer was unable to speak with the company when he attempted to call. Now the customer is being charged a high rate they did not agree to accept.
****

Please provide contact notes, TPV, and T&Cs. Are you willing to rerate the customer variable rate charges?

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._500t0FMTPb:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Monday, March 4, 2019 6:35 PM
To: Lee Garry
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255555 [ref:_00Dt0GzXt._500t0FMTPb:ref]
Attachments: [redacted].pdf; [redacted] - TPV.mp3; [redacted] - Confirmation Pack.pdf

Categories: PUCO Complaint

Hello Lee,

Regarding PUCO Case ID 00255555; [redacted]:

The customer's gas account was enrolled in Indra's variable plan on 10/18/2018. We've attached the signed agreement and TPV recording, as well as the confirmation packet mailed following enrollment.

We have no record of any contact with the customer at our Customer Service line, however, we are dropping the customer's account due to the concerns raised in their PUCO complaint, and Dominion will establish the customer's end date. No ETFs will be issued for cancellation.

The customer has received two months at the contracted introductory rate of $2.60 per Mcf, and thus far one variable bill. We will honor your request here and rerate the customer's one variable bill, as well as any future bills once they are rendered. These adjustments are detailed below, and we hope this will help ensure customer satisfaction to his complaint.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/23/19	2/20/19	150	$ 278.69	0.30200	45.30	3.17	48.47	**$ 230.22**

If you need anything further, 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: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 27, 2019 11:20
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255555 [ref:_00Dt0GzXt._500t0FMTPb:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255555
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Painesville, Ohio [redacted]
SERVICE ADDRESS: [redacted] Painesville, 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 disputes the high rate charged. They state the sales rep said to call him in a few months to get another low rate, but that rep's phone # is disconnected. The customer was unable to speak with the company when he attempted to call. Now the customer is being charged a high rate they did not agree to accept.
****
Please provide contact notes, TPV, and T&Cs. Are you willing to rerate the customer variable rate charges?

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._500t0FMTPb:ref

Cheryl Smith

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, May 31, 2019 8:16 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507055 [ref:_00Dt0GzXt._500t0J1Apx:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00507055
COMPANY:
CUSTOMER: [redacted]
ADDRESS: , ,
SERVICE ADDRESS: [redacted] Columbus, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
[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 neither the sales call, the TPV, the enrollment confirmation packet, nor the terms and conditions sent to the customer were attached to your most recent e-mail.

Please re-send 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._500t0J1Apx:ref

Cheryl Smith

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Wednesday, June 12, 2019 8:03 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507055 [ref:_00Dt0GzXt._500t0J1Apx:ref]

Follow Up Flag: Follow up
Flag Status: Flagged

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00507055
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Columbus, Ohio [redacted]
SERVICE ADDRESS: [redacted] Columbus, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
NIQ: [redacted]

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

DESCRIPTION OF ISSUE:

This customer's PTC was $.054 per kWh for the entire period of her enrollment with the company.

1. Please re-rate this customer for the period of her enrollment andf provide the calculations.

2. Please send the customer's refund in care of her sister and P.O.A., [redacted], Columbus, Ohio [redacted].

3. Please advise when she can 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

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ref:_00Dt0GzXt._500t0J1Apx:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Friday, May 24, 2019 4:06 PM
To: 'Michael Coady'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507055 [ref:_00Dt0GzXt._500t0J1Apx:ref]

Good afternoon.

Upon receipt of this complaint, we have confirmed the customer enrolled her electric account with our company on December 6, 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, Third-Party Verification conducted by the customer, and the enrollment confirmation packet, inclusive of the terms and conditions of service sent to the customer.

As requested, the customer's telephone numbe[redacted]s been added to our internal Do Not Call List.

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: Friday, May 24, 2019 10:11 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00S07055 [ref:_00Dt0GzXt._500t0J1Apx:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00507055
COMPANY:
CUSTOMER: [redacted]
ADDRESS: , ,
SERVICE ADDRESS: [redacted], Columbus, 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:

This customer's sister, [redacted] who is her Power-of-attorney, contacted the PUCO to dispute enrollment with the company. The enrollment took place on or about December 12, 2018.

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. Please place this customer on the company's Do Not Solicit lists and advise when this will take effect.

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._500t0J1Apx:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Monday, February 25, 2019 10:07 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253666 [ref:_00Dt0GzXt._500t0FLQOy:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00253666
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Parma, Ohio [redacted]
SERVICE ADDRESS: [redacted] Parma, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [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:

I have discussed he company's proposed resolution with [redacted] She also spoke with the customer, who is satisfied. The customer wishes to have her phone number, referenced above, placed on the company's Do Not call list and wished to also be placed on the company's Do Not Knock list. Please assure that all company vendors do the same and advise the effective date of this change.

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._500t0FLQOy:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, February 27, 2019 5:13 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253666 [ref:_00Dt0GzXt._500t0FLQOy:ref]

Categories: PUCO Complaint

Good afternoon Michael,

This customer has been added to both our DNC and DNK list, effective today. 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: Monday, February 25, 2019 10:07
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253666 [ref:_00Dt0GzXt._500t0FLQOy:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00253666
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Parma, Ohio [redacted]
SERVICE ADDRESS: [redacted] Parma, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER [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:

I have discussed he company's proposed resolution with [redacted] She also spoke with the customer, who is satisfied. The customer wishes to have her phone number, referenced above, placed on the company's Do Not call list and wished to also be placed on the company's Do Not Knock list. Please assure that all company vendors do the same and advise the effective date of this change.

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._500t0FLQOy:ref

Thomas Sheehy

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Thursday, December 20, 2018 10:32 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243078 [ref:_00Dt0GzXt._500t0EBQiK:ref]

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

CASE ID: 00243078
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Toledo, Ohio [redacted]
SERVICE ADDRESS: [redacted], Toledo, OH [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
This customer states a woman was soliciting in her neighborhood. The sales person told the customer she was completing a survey, but after completing she found out she enrolled for service and now cannot get through to anyone to cancel.
****

Please provide all details of enrollment including TPV and T&Cs.
Please contact the customer to cancel the enrollment.

Sincerely,

Lee Garry
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._500t0EBQiK:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, December 26, 2018 6:44 PM
To: Lee Garry
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243078 [ref:_00Dt0GzXt._500t0EBQiK:ref]
Attachments: [redacted] - TPV.MP3; [redacted] - Signed Contract.pdf

Categories: PUCO Complaint

Hello Lee and the PUCO,

Regarding Case ID: 00243078; [redacted]:

We received an enrollment request for this customer's gas and electric accounts, including a signed contract and TPV recording (both attached). These were completed by John Beck on 12/19/2018, who was indicated as the account holder on the enrollment form.

Indra's Customer Service lines are open from 8am to 7pm at 1-888-50-INDRA. However, because the customer indicated she was having difficulty in reaching someone regarding her accounts, Indra's staff reached out to the customer upon receiving her PUCO complaint. Unfortunately we were only able to leave a voicemail. At this point, we have still not had any direct contact with the customer. We successfully intercepted the customer's pending enrollment; no enrollment transaction will be submitted to the customer's utilities, and they will not receive Indra's supply. The customer will not be issued any termination fees for her decision to opt out of Indra's supply. As it happens, the enrollment documentation we received did not meet our quality standards, and we would have reached out to the consumer to express our inability to enroll based on documentation received had Ms[redacted]not decided to cancel.

The conduct alleged here is against company policy and training and fails to meet the standards we require of our agents. Upon receiving this complaint, we reached out to the third party sales vendor who employs the sales agent responsible for this enrollment. The sales vendor indicated they were unable to obtain a statement from the agent regarding the customer's allegations, and as a result the agent has been removed from Indra's campaign. Though we haven't received other complaints alleging the agent conducted herself in this manner, we will not tolerate any failure to provide a timely response to customer concerns such as these, and have cut ties with this individual. Going forward, the agent will not be permitted to represent Indra in any capacity, and we are in the process of reaching out to the handful of other customers this agent met with during the brief time she represented Indra.

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: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Thursday, December 20, 2018 10:32
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243078 [ref:_00Dt0GzXt._500t0EBQiK:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00243078
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Toledo, Ohio [redacted]
SERVICE ADDRESS: [redacted], Toledo, OH [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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 states a woman was soliciting in her neighborhood. The sales person told the customer she was completing a survey, but after completing she found out she enrolled for service and now cannot get through to anyone to cancel.
****

Please provide all details of enrollment including TPV and T&Cs.
Please contact the customer to cancel the enrollment.

Sincerely,

Lee Garry
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._500t0EBQiK:ref

Orpheus Craigue

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Thursday, January 3, 2019 4:56 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243102 [ref:_00Dt0GzXt._500t0EBTDQ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00243102
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted]
[redacted] Willoughby, OH 44094
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBER [redacted]
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 contacted our office regarding a switch of service to Palmco. The customer stated that the sales rep did not advise her that her service would be switching to a different company.
Please investigate. When was the customer contacted by this company? Please provide a copy of the sales call, TPV, contract, and any other documents mailed to the customer. Was the customer properly advised that she was switching to an energy provider? Was the enrollment cancelled? If so, what date was it cancelled?

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._500t0EBTDQ:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Tuesday, January 8, 2019 1:57 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243102 [ref:_00Dt0GzXt._500t0EBTDQ:ref]
Attachments: [redacted]TPV.MP3 [redacted] Sales Audio.mp3; [redacted] Confirmation Pack Gas.pdf; [redacted] Confirmation Pack Electric.pdf

Categories: PUCO Complaint

Hello Tara,

Regarding PUCO ID 00243102; [redacted]

This customer completed a TPV recording as a result of a telephone sale on 12/15/2018 in order to enroll her gas and electric accounts in Indra's supply service. We've attached the TPV recording and sales audio from the enrollment, as well as the confirmation packets that were mailed to the customer shortly thereafter. We received an inbound drop transaction on 12/20/2018 which rescinded the customer's electric enrollment, and an outbound drop transaction was submitted to Dominion East Ohio which we expect will rescind the customer's gas enrollment.

This customer did confirm her acceptance of Indra's terms on the TPV recording she completed to authorize enrollment in our supply, during which the customer clearly expressed her understanding of services. At the opening of the verification, the operator stated to Ms. [redacted] that she would *"be asked a few questions to begin the enrollment process and confirm your decision to switch your notural gas and electricity supply service to Indra."* Ms. [redacted] lso answered in the affirmative when asked if she gave her *"consent to voluntarily enroll with Indra for natural gas and electricity supply."* The verification recording makes it clear Ms [redacted] understood that she was enrolling in Indra's supply service, and that her utilities would continue to deliver energy and bill her for services. However, on the accompanying sales audio, the customer expresses some hesitation, and it appears that following the verification the customer changed her mind about pursuing enrollment. This is perfectly fine – as stated previously, the accounts have been processed for cancellation and the customer did not incur any cancellation fees for the decision not to continue with Indra supply services. This sales audio was not previously reviewed as part of the random sampling selected for internal review by our QA staff, but upon review, we are using this as an example and training opportunity to improve the agent's ability to clarify services and assess whether a customer is ready to pursue enrollment with Indra.

We apologize for any inconvenience or confusion the customer may have experienced. We've added the customer to our internal Do Not Call and Do Not Knock lists to ensure the customer does not continue to be solicited by any of Indra's marketing partners.

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: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Thursday, January 3, 2019 16:56
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243102 [ref:_00Dt0GzXt._500t0EBTDQ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00243102
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted]
[redacted] Willoughby, OH [redacted]
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer contacted our office regarding a switch of service to Palmco. The customer stated that the sales rep did not advise her that her service would be switching to a different company.
Please investigate. When was the customer contacted by this company? Please provide a copy of the sales call, TPV, contract, and any other documents mailed to the customer. Was the customer properly advised that she was switching to an energy provider? Was the enrollment cancelled? If so, what date was it cancelled?

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._500t0EBTDQ:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, January 23, 2019 4:28 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00248858
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Carlisle, Ohio 45005
SERVICE ADDRESS [redacted] Carlisle, Ohio 45005
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,

Customer is upset that he continues getting solicitation calls from Indra Energy, even after requesting that they discontinue contact.

Is there a record of Indra or Palmco Energy soliciting customer for energy supply service?
Can you add customer to your do not contact list?

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._500t0Ego8j:ref

William Schaaf

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 29, 2019 9:47 AM
To: William Schaaf
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]

Good Morning William,

Just confirming that this customer's enrollment has been cancelled, correct?

Thanks,

Alfred

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/25/2019 4:54 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]

Hello Alfred and the PUCO,

Regarding Case # 00248858 [redacted]

Mr [redacted] enrolled his electric account in Indra's service on 1/4/19, as the result of a telephone sale. We've attached the TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. The customer's account is scheduled to begin receiving Indra's supply service on 2/22/19.

Upon receiving this complaint, Mr. [redacted] was added to our DNC list to prevent any future solicitation calls from Indra's telemarketing partners. We also inquired with our telemarketing partners to determine whether or not this customer was called recently, but none of our partners indicated that the customer was called after his 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, January 23, 2019 4:28 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00248858

COMPANY:

CUSTOMER: [redacted]

ADDRESS [redacted] Carlisle, Ohio 45005

SERVICE ADDRESS: [redacted] Carlisle, Ohio 45005

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,

Customer is upset that he continues getting solicitation calls from Indra Energy, even after requesting that they discontinue contact.

Is there a record of Indra or Palmco Energy soliciting customer for energy supply service?
Can you add customer to your do not contact list?

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._500t0Ego8j:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, January 29, 2019 10:06 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]

Good Morning Alfred,

Yes, we received an inbound drop for this customer's account, which effectively rescinded the enrollment. The customer's account will not be serviced by Indra.

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: Tuesday, January 29, 2019 9:47 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]

Good Morning William,

Just confirming that this customer's enrollment has been cancelled, correct?

Thanks,

Alfred

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 1/25/2019 4:54 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]

Hello Alfred and the PUCO,

Regarding Case # 0024885[redacted]

Mr[redacted]nrolled his electric account in Indra's service on 1/4/19, as the result of a telephone sale. We've attached the TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. The customer's account is scheduled to begin receiving Indra's supply service on 2/22/19.

Upon receiving this complaint, Mr[redacted]was added to our DNC list to prevent any future solicitation calls from Indra's telemarketing partners. We also inquired with our telemarketing partners to determine whether or not this customer was called recently, but none of our partners indicated that the customer was called after his 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, January 23, 2019 4:28 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00248858

COMPANY:

CUSTOMER [redacted]

ADDRESS: [redacted] Carlisle, Ohio 45005

SERVICE ADDRESS: [redacted] Carlisle, Ohio 45005

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:

Good afternoon,

Customer is upset that he continues getting solicitation calls from Indra Energy, even after requesting that they discontinue contact.

Is there a record of Indra or Palmco Energy soliciting customer for energy supply service?
Can you add customer to your do not contact list?

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._500t0Ego8j:ref

William Schaaf

From: William Schaaf
Sent: Friday, January 25, 2019 4:54 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]
Attachments: [redacted]TPV.MP3[redacted]Confirmation Pack.pdf

Hello Alfred and the PUCO,

Regarding Case # 00248858 [redacted]

Mr.[redacted]nrolled his electric account in Indra's service on 1/4/19, as the result of a telephone sale. We've attached the TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. The customer's account is scheduled to begin receiving Indra's supply service on 2/22/19.

Upon receiving this complaint, Mr. [redacted]was added to our DNC list to prevent any future solicitation calls from Indra's telemarketing partners. We also inquired with our telemarketing partners to determine whether or not this customer was called recently, but none of our partners indicated that the customer was called after his 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, January 23, 2019 4:28 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248858 [ref:_00Dt0GzXt._500t0Ego8j:ref]

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

CASE ID: 00248858
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Carlisle, Ohio 45005
SERVICE ADDRESS: [redacted] Carlisle, Ohio 45005
AIQ: Palmco Power O[redacted]
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:

Good afternoon,

Customer is upset that he continues getting solicitation calls from Indra Energy, even after requesting that they discontinue contact.

Is there a record of Indra or Palmco Energy soliciting customer for energy supply service?
Can you add customer to your do not contact list?

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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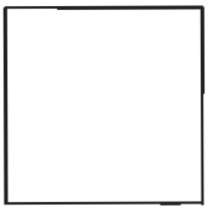

ref:_00Dt0GzXt._500t0Ego8j:ref

Sariah Brinker

From:	Andrea Smith <contactthepuco@puc.state.oh.us>
Sent:	Thursday, March 14, 2019 8:33 AM
To:	Indra Energy Compliance
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258420 [ref:_00Dt0GzXt._500t0Fmz0e: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: 00258420
CUSTOMER: [redacted]
ADDRESS: [redacted] Garfield Heights, Ohio 44125
SERVICE ADDRESS: [redacted] Garfield Heights, Ohio 44125
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: Ms. [redacted] states that she signed up with the company in September 2018. Her rate has went from $2.60 per mcf to $17.36 per mcf. On February 14, 2019, she called and cancelled the contract. She was told by Dominion Energy that they have not received a cancellation from the company as of yet.

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Did the customer rate go from $2.60 per mcf to $17.36 mcf?
5. If so, why?

6. Do you have record of the customer calling on 2/14/19 to cancel service?
7. If so, when did the company notify the utility of the cancellation?
8. Will this customer be re-rated or given credits?
9. If so, please provide break down of charges and credits.
10. 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._500t0Fmz0e:ref

Sariah Brinker

From: William Schaaf
Sent: Wednesday, March 20, 2019 5:46 PM
To: Andrea Smith
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258420 [ref:_00Dt0GzXt._500t0Fmz0e:ref]
Attachments: [redacted]PV.mp3; [redacted] Agreement.pdf; [redacted] Gas Confirmation Package.pdf; [redacted] Electric Confirmation Package.pdf; Indra Postcard.pdf

Hello Andrea and the PUCO,

Regarding Case # 00258420[redacted]

Ms. [redacted] enrolled her gas and electric accounts in Palmco's variable rate plans on 7/19/18, 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 8/3/18 and 8/21/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of $2.60 per Mcf, after which the rate would vary month-to-month. No ETFs.
Electric Plan: Variable. This included a two-month introductory rate of $0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

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

Due to an outstanding balance on the customer's electric account, an outbound drop transaction was submitted on 1/4/19, and the customer's electric utility established a service end date of 1/16/19. No termination fees were issued for cancellation.

On 2/14/19, Ms. [redacted] contacted our Customer Service line to cancel her gas account. An outbound drop was processed, and the customer's gas account stopped receiving our supply on 3/6/19. No termination fees were issued for cancellation.

The customer's final bill was charged at the rate of $17.3641 per Mcf.

Ms. [redacted] ontacted our Customer Service line again on 3/13/19. The customer expressed unhappiness with her gas bill, and was advised that her account would be escalated for further review. Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited service end date, we determined that we will rerate the customer's final gas bill to the rate we have on file for her gas utility. This results in an adjustment of $243.80 for the billing cycle of 2/5/19 – 3/6/19, which will be sent to the customer's utility in order to be applied to her account. We followed up with M[redacted] on 3/20/19, and she confirmed her acceptance of this offer. We've included a chart below detailing our calculations for this adjustment.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/5/2019	3/6/2019	170	$318.81	$0.4085	$69.45	$5.55	$75.00	**$243.80**

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: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 14, 2019 8:33 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258420 [ref:_00Dt0GzXt._500t0Fmz0e:ref]

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

CASE ID: 00258420
CUSTOMER: [redacted]
ADDRESS: [redacted] Garfield Heights, Ohio 44125
SERVICE ADDRESS: [redacted] Garfield Heights, Ohio 44125
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: Ms. [redacted] states that she signed up with the company in September 2018. Her rate has went from $2.60 per mcf to $17.36 per mcf. On February 14, 2019, she called and cancelled the contract. She was told by Dominion Energy that they have not received a cancellation from the company as of yet.

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Did the customer rate go from $2.60 per mcf to $17.36 mcf?
5. If so, why?
6. Do you have record of the customer calling on 2/14/19 to cancel service?
7. If so, when did the company notify the utility of the cancellation?
8. Will this customer be re-rated or given credits?
9. If so, please provide break down of charges and credits.
10. 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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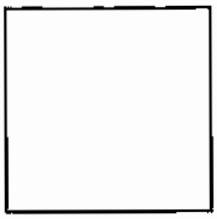

ref:_00Dt0GzXt._500t0Fmz0e:ref

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

[redacted]OMER INFORMATION

Customer Name: [redacted] Relationship to Account Holder: Self

E-mail Address: N/A

Provide your e-mail add[redacted]LMco does not sell, provide, or share your e-mail information with third parties

Service Address: [redacted] City: Garfield Heights State: OH Zip Code: 44125

Billing Address ([redacted] City: State: Zip Code:

Phone Numbe[redacted] ☑ Mobile ☐ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): [redacted]

Account Holder's Name on Electricity [redacted]

Electricity Utility Account Number: [redacted]

Budget Billing: ☑ Yes ☐ No | Product Code: Variable

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:

Illuminating	5.2	Per kWh 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 th[redacted]ull details see the Pricing section in the Terms and Conditions.

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

Natural Gas Utility Account Number: [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 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

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 ele[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-month [redacted] until either PALMco or I decide to cancel the contract. I can access my future variable pricing information at: https://palmcoenergy.com/ohio[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 [redacted]

By signing below, you agree to the terms and conditions of this Agreement, including [redacted]de.

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

By: Jenna Murphy (2101) By [redacted]GNATURE
REPRESENTATIVE'S NAME (PRINT) ID NUMBER

By: [signature] Dat[redacted]
REPRESENTATIVE'S SIGNATURE MONTH / DAY / YEAR

OH-E 10154880

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

7/23/2018

[redacted]
Garfield Heights, OH 44125

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.

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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

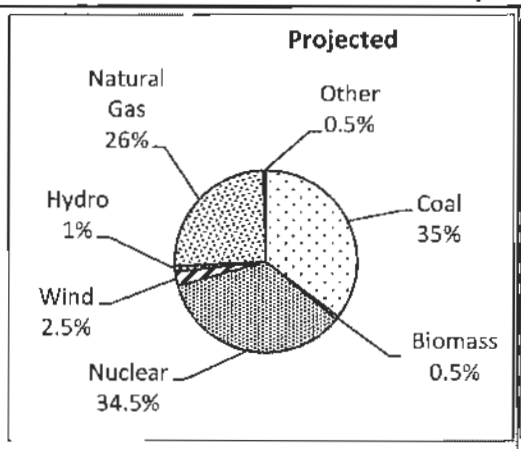
Environmental Disclosure Information – Quarterly Comparisons

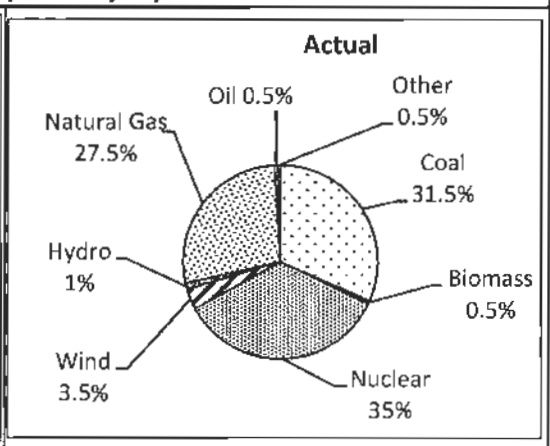
PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 3/31/18

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.





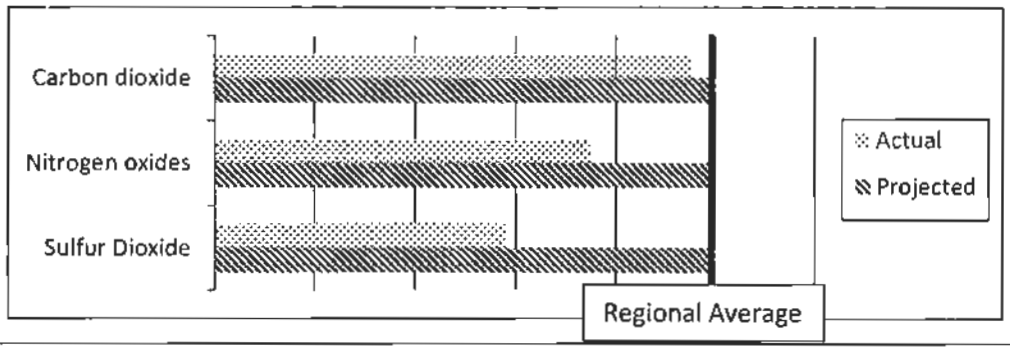
Environmental Characteristics–

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 PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

7/23/2018

[redacted]
Garfield Heights, OH 44125

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 **Cleveland Illuminating**. You will receive a confirmation notice from **Cleveland Illuminating** 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 $0.05200/kWh 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: **Available upon request.**

Your feedback is important to us!

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

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

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

OHIO TERMS AND CONDITIONS

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

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

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

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

PRICING.

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

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

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

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

costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

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

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

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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

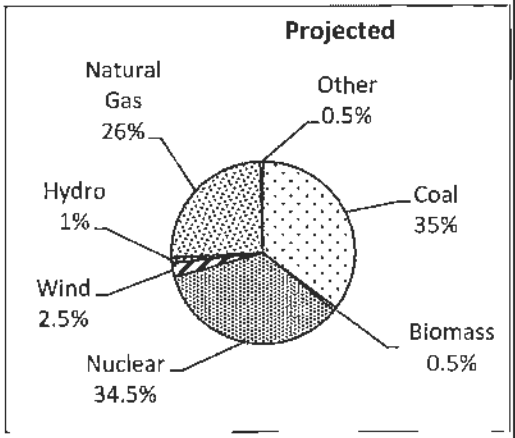
Environmental Disclosure Information – Quarterly Comparisons

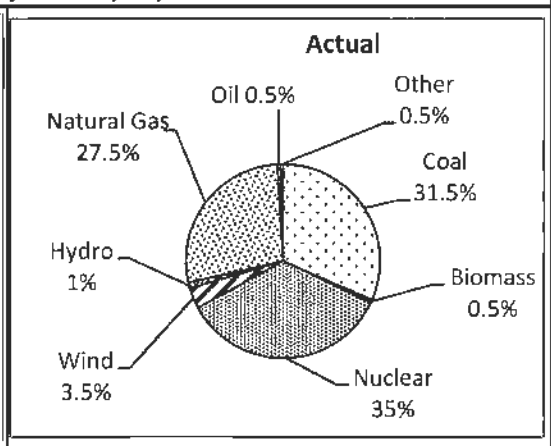
PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 3/31/18

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.





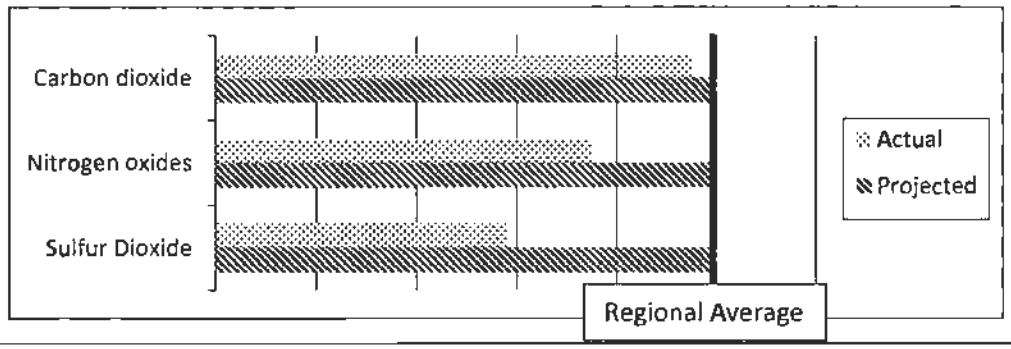
Environmental Characteristics–

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 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 | Palmco**Energy**.com

Orpheus Craigue

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 7, 2019 12:25 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257255 [ref:_00Dt0GzXt._500t0FNF12:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00257255
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] North Olmsted, Ohio 44070
SERVICE ADDRESS: [redacted] North Olmsted, Ohio 44070
AIQ: Palmco Energy [redacted]
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 states the door to door sales rep that visited her home in December told her that he was there because she had not responded to notices on her LDC bill and if the customer did not agree to the switch then the service would get shut off. She contacted local officials who stated the city has rules against door to door solicitation.
****
Please provide all details of enrollment including TPV, and T&Cs.

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._500t0FNF12:ref

Sariah Brinker

From:	Orpheus Craigue
Sent:	Friday, March 08, 2019 11:04 AM
To:	Deantoine Nelson; Operations at M.I.C. Marketing Inc.
Cc:	Indra Energy Compliance
Subject:	RE: Marketing Complaint - MIC1356 Donta Scott

Thank you, Deantoine. We'll let you know if we need anything else here.

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: Deantoine Nelson
Sent: Friday, March 8, 2019 09:13
To: Orpheus Craigue ; Operations at M.I.C. Marketing Inc.
Cc: Indra Energy Compliance
Subject: Re: Marketing Complaint - MIC1356 Donta Scott

Good morning,

In speaking with Donta about this unfortunately he couldn't even recall the interaction primarily because it's a few months back.

I asked Donta to give me his presentation as if he was at a door then I read him the complaint and the two didn't match at all. Donta stated who was was Indra Energy, why he was there (to offer price protection to customers that qualify for it via the Customer's Choice program) and what he needed them to do for him to see if they qualify for services (grab a recent copy of the bill).

He never mentioned anything was mandatory or that if the customer didn't enroll with Indra services that anything would adversely affect them or their services.

We are very sorry that the customer wishes to leave and more importantly wanted to complain to officials or Indra Energy in any way.

Lastly, Donta may not have known about the solicitation act because this customer never mentioned or to his recollection had anything displayed stating no solicitation so he wouldn't have directly been aware without something or someone informing him.

Kind Regards,

Deantoine Nelson
Chief Executive Officer
M.I.C. Marketing Inc.
17325 Euclid Avenue Suite 4060
Cleveland, Ohio 44112

216 333-0107
www.micmarketinginc.com

From: Orpheus Craigue <ocraigue@indraenergy.com>
Sent: Thursday, March 7, 2019 7:22:56 PM
To: Deantoine Nelson; Operations at M.I.C. Marketing Inc.
Cc: Indra Energy Compliance
Subject: Marketing Complaint - MIC1356 Donta Scott

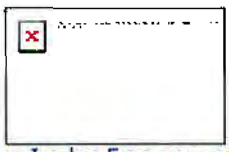
Hello TopMic,

Can you review this complaint and get a response from the agent please? Sale is a few months old, but would like to know whether anything the agent pitched could have been interpreted this way by the customer.

[redacted]
North Olmsted, OH
Signed up by Donta Scott MIC1356 on 11/13/18

From customer's PUCO complaint:
"This customer states the door to door sales rep that visited her home in December told her that he was there because she had not responded to notices on her LDC bill and if the customer did not agree to the switch then the service would get shut off. She contacted local officials who stated the city has rules against door to door solicitation."

Orpheus Craigue – Compliance Officer



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

www.IndraEnergy.com

This message contains confidential information intended only for the addressee(s) named above. If you are not the named addressee, you should not disseminate or copy this e-mail. Please notify the sender immediately by e-mail if you have received this email by mistake, and please delete this e-mail from your system. Please note that the views and opinions expressed herein are solely those of the author and do not necessarily reflect those of the company. While Antivirus protection tools have been employed, you should check this email and attachments for the presence of viruses. No liability is accepted for any consequences arising from this email.

Sariah Brinker

From: Orpheus Craigue
Sent: Wednesday, March 13, 2019 6:39 PM
To: Lee Garry
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257255 [ref:_00Dt0GzXt._500t0FNF12:ref]
Attachments: [redacted] Signed Contract.pd[redacted] TPV.mp3; [redacted] Confirmation Pack Electric.pdf; Confirmation Pack Gas.pdf

Categories: PUCO Complaint

Hello Lee,

Regarding PUCO Case ID 00257255; [redacted]

We're attaching the signed contract and TPV recording from this customer's enrollment in Indra's variable rate plans on 11/13/2018. We're also attaching the confirmation packets mailed to the customer following enrollment. Both plans carried two-month introductory rates, after which rates would vary month-to-month.

The customer spoke with us on 3/13/2019 and confirmed her intent to cancel her accounts with Indra. The customer's utilities will establish end dates for the customer's accounts.

We launched an investigation into the allegations raised by this customer upon receiving this complaint, as well as forwarded this concern on to the marketing vendor who employs the agent responsible for this enrollment. The sales manager indicated that the agent was unable to recall this specific encounter due to the amount of time elapsed, but has denied that he conducts himself at the door in the manner described here. We have reviewed the agent's recent history, and have not found any similar allegations raised by other customers enrolled by this agent.

In her conversation with our staff, the customer raised concerns over her recent gas bill. In the interest of satisfying the customer's concerns, we are going to rerate the customer's bill, as well as any upcoming gas bills she receives before she is returned to her default supply with Dominion. We've detailed our calculations here:

Begin Date	End Date	Billed Usage (CCF)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/19	2/27/19	147	$ 275.67	0.30200	44.39	3.55	47.95	**$ 227.72**

If you need any further information, please feel free to reach out. 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: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 7, 2019 12:25
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257255 [ref:_00Dt0GzXt._500t0FNF12:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00257255
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] North Olmsted, Ohio 44070
SERVICE ADDRESS: [redacted] North Olmsted, Ohio 44070
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 states the door to door sales rep that visited her home in December told her that he was there because she had not responded to notices on her LDC bill and if the customer did not agree to the switch then the service would get shut off. She contacted local officials who stated the city has rules against door to door solicitation.
****
Please provide all details of enrollment including TPV, and T&Cs.

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._500t0FNF12:ref

indra ENERGY

1515 Market Street, Suite 1200
Philadelphia, PA 19102
CustomerCare@IndraEnergy.com
Website: www.IndraEnergy.com
Phone: (888) 504-6372

DOOR-TO-DOOR ENROLLMENT FORM (OHIO)

VE18-10.01

CUSTOMER INFORMATION

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

E-mail Address: NO EMAIL

Provide your e-mail addre[redacted]a does not sell, provide, or share your e-mail information with third parties

Service Address: [redacted] **City:** North OLMSTED **State:** OH **Zip Code:** 44070

Billing Address (If Different): SAME **City:** _____ **State:** _____ **Zip Code:** _____

Phone Number: [redacted] ☒ Mobile ☐ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): # 44906738

Account Holder's Name on Electricity A[redacted]

Electricity Utility Account Number: [redacted]

Budget Billing: ☐Yes ☒No **Product Code:** VARIBLE

PLEASE CHOOSE ONE OF THE 100% RENEWABLE ENERGY PRODUCT 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

Insert Utility Name	*Insert* Introductory Price	Per kWh / Units
I.C.	2.6	

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

Account Holder's Name on Natural Gas Account:

Natural Gas Utility Account Number: [redacted]

Budget Billing: ☐Yes ☐No

PLEASE CHOOSE ONE OF THE NATURAL GAS PRICE OFFERINGS BELOW

Two Phase Fixed Gas Rate

_____ *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

Insert Utility Name	*Insert* Introductory Price	Per Ccf / Mcf / Units
D.E.O		

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

ACKNOWLEDGEMENT FORM

Please Read Carefully and Initial in the Appropriate Spaces

1. The representative stated that he/she was representing Indra and was not from the Electric and/or Natural Gas Distribution Company.
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for Indra to supply my electri[redacted] 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 Indra or I decide to cancel the contract. I can access my future variable pricing information at: https://indraenergy.com/o[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 autor[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 Indra's supply service.
3. I understand that Indra does not guarantee savings under this Agreement/Contract.

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

By signing below, you agree to the terms and conditions of this Agreement, including th[redacted]

For: *INDRA ENERGY (SELLER)* By: [redacted]

By: Donta Scott MC 1356 — REPRESENTATIVE'S NAME (PRINT) / ID NUMBER By: [redacted]

By: Donta Scott — REPRESENTATIVE'S SIGNATURE Date: [redacted] — MONTH / DAY / YEAR

OH-E 40008766

Scanned with CamScanner

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

11/15/2018

[redacted]
North Olmsted, OH 44070

Thank you for choosing Indra Energy as your energy supplier!

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

We are currently processing your enrollment

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

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

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

Utility Account 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: **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.

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

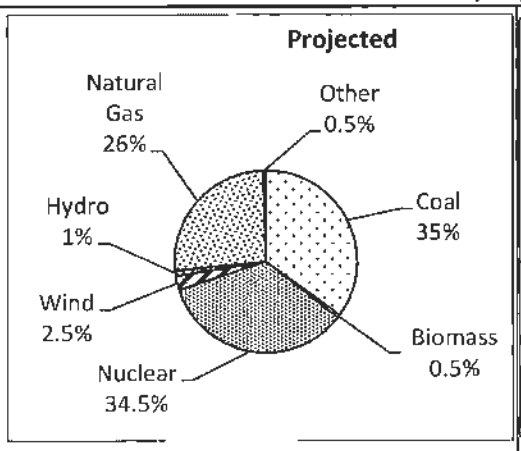
Environmental Disclosure Information – Quarterly Comparisons

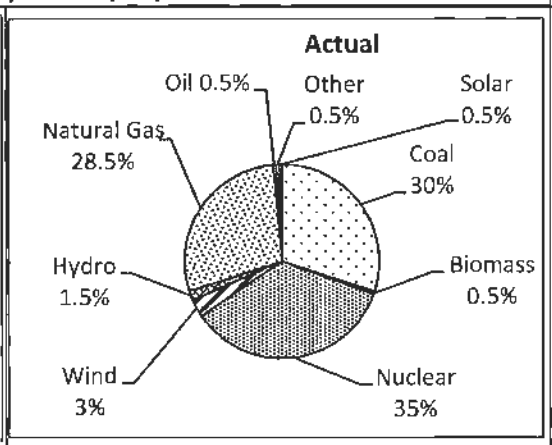
Indra Energy

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.





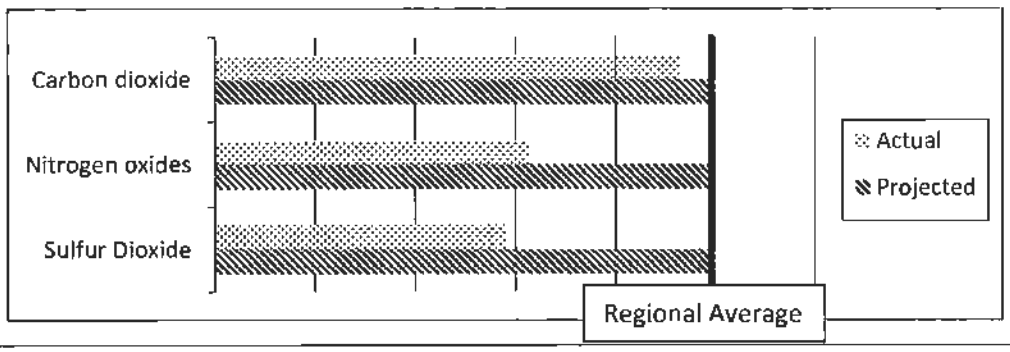
Environmental Characteristics–

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

11/15/2018

[redacted]
North Olmsted, OH 44070

Thank you for choosing Indra Energy as your energy supplier!

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

We are currently processing your enrollment

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

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

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

Utility Account Number [redacted]
Rate Plan: **Introductory Rate of $2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.**
Cancellation Fees: **None.**
Budget Billing: **Please contact Dominion East Ohio.**

Your feedback is important to us!

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

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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

OHIO TERMS AND CONDITIONS

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

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

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

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

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

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

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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.**

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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

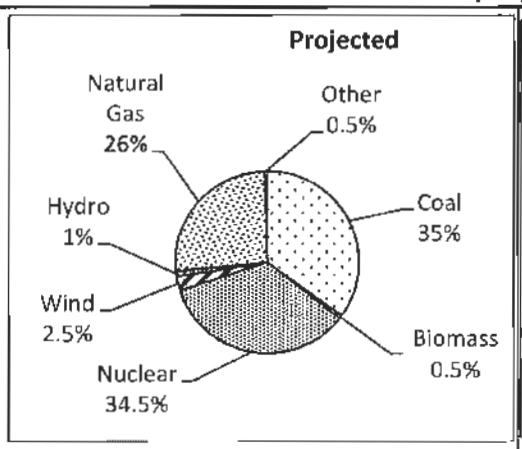
Environmental Disclosure Information – Quarterly Comparisons

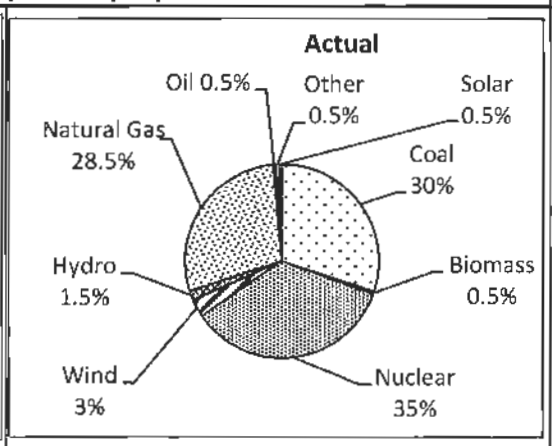
Indra Energy

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.





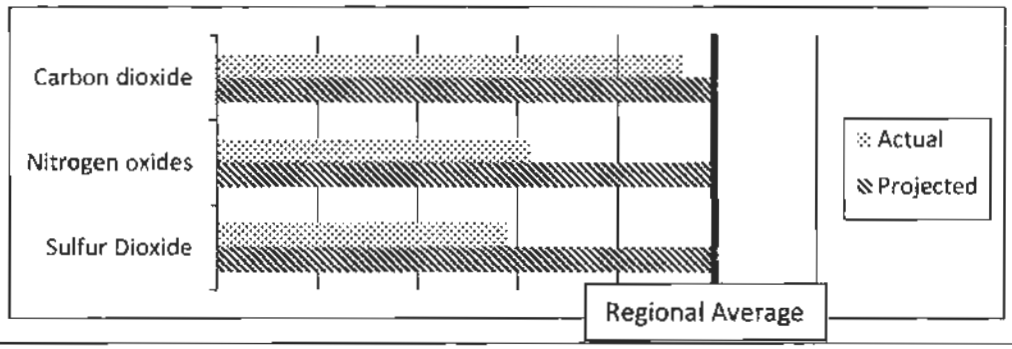
Environmental Characteristics–

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.

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

CASE ID: 00507148
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Buckeye Lake, Ohio 43008
SERVICE ADDRESS: [redacted] Buckeye Lake, Ohio 43008
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. The sales representative, Jason, told the customer that the rate would become variable but he would still save money every month. The rates charged were higher than the PTC so the customer did not save money as he was mislead to believe. Since this is why he agreed to enroll, please rerate the charges to the PTC from AEP for all months billed by Indra/Palmco. When did the customer call to cancel? When is the last billing date?

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,
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._500t0J1DGs:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Tuesday, June 04, 2019 11:57 AM
To: 'Lee Garry'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507148 [ref:_00Dt0GzXt._500t0J1DGs:ref]
Attachments: [redacted] TPV.mp3 [redacted] greement.pdf; [redacted] - Enrollment Confirmation Electric.pdf

Good morning.

The customer's electric account was enrolled on September 26, 2018, via a door-to-door sale, 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 enrollment agreement executed by the customer's tenant and son, Mr. [redacted], the Third-Party Verification voluntarily conducted by the tenant acknowledging the terms of the enrollment, and the enrollment confirmation packet, inclusive of the terms and conditions of service, sent to Mr. [redacted] the account holder, for his electric account, that states:

"Variable Price may be higher or lower than your utility's standard offer service rate in any given month."

The enrollment was submitted to the customer's utility company on October 1, 2018, with a service start date received from the utility for October 16, 2018, for the electric account. On February 26, 2019, the company received a cancellation request from the utility for the electric account with a service end date of March 21, 2019. There is no early termination fee assessed to the customer's electric account.

Below are the rates assessed to the customer's energy account by billing cycle:

ELECTRIC ACCOUNT

Begin Read Date	End Read Date	Billed Usage	Unit Price (kWh)
2/18/2019	3/21/2019	2,957	$ 0.17350
1/21/2019	2/18/2019	2,347	$ 0.20610
12/18/2018	1/21/2019	4,445	$ 0.22211
11/19/2018	12/18/2018	2,615	$ 0.05200
10/16/2018	11/19/2018	2,307	$ 0.05200

Additionally, on May 24 and 31, 2019, as a good-will gesture, the customer's electric account was credited a total of $1,041.47.

Regards,

Compliance

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

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Tuesday, May 28, 2019 9:17 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507148 [ref:_00Dt0GzXt._500t0J1DGs:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00507148
COMPANY: [redacted]
CUSTOME[redacted]
ADDRESS[redacted] Buckeye Lake, Ohio 43008
SERVICE ADDRESS:[redacted], Buckeye Lake, Ohio 43008
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. The sales representative, Jason, told the customer that the rate would become variable but he would still save money every month. The rates charged were higher than the PTC so the customer did not save money as he was mislead to believe. Since this is why he agreed to enroll, please rerate the charges to the PTC from AEP for all months billed by Indra/Palmco. When did the customer call to cancel? When is the last billing date?

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,

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._500t0J1DGs:ref

PALM 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:** Tenant

E-mail Address: N/A

Provide your e-mail address [redacted] not sell, provide, or share your e-mail information with third parties

Service Address: [redacted] Buckeye Lake **State:** OH **Zip Code:** 43008

Billing Address (If Dif [redacted] Buckeye Lake **State:** ____ **Zip Code:** 43008

Phone Nu [redacted] ☐ Mobile ☐ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): 12254278

Account Holder's Name on Electricity Account [redacted]

Electricity Utility Account Number: [redacted]

Budget Billing: ☐Yes☐No

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:

AEP OHIO	5.2¢	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 your electric utility may impose. For full details see the Pricing section in the Terms and Conditions.

Account Holder's Name on Natural Gas Account: ____

Natural Gas Utility Account Number: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

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:

		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 COMM [redacted]

Please Read Carefully and Initial in the Appropriate Spaces

1. The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Compar
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my e 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-mo until either PALMco or I decide to cancel the contract. I can access my future variable pricing information at: https://palmcoenergy.com/o 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 auto 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 yo [redacted]

By signing below, you agree to the terms and conditions of this Agreement, including the [redacted]

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

By: David Robinson 1C2508 By: [redacted]
REPRESENTATIVE NAME (PRINT) ID NUMBER

By: ____ Date: [redacted]
REPRESENTATIVE'S SIGNATURE MONTH / DAY / YEAR

OH-E 10165705

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

9/28/2018

[redacted]
Buckeye Lake, OH 43008

Thank you for choosing PALMco as your energy supplier!

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

We are currently processing your enrollment

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

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

Below is a summary of your service account with PALMco:

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

Utility Account Number: [redacted]
Rate Plan: **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 PALMco's website at https://palmcoenergy.com/ohio/ohio-variable-rates/.**
Cancellation Fees: **None.**
Budget Billing: **Activated. Your monthly budget installment amount will be evaluated on a quarterly basis.**

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

PALMCO ENERGY

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

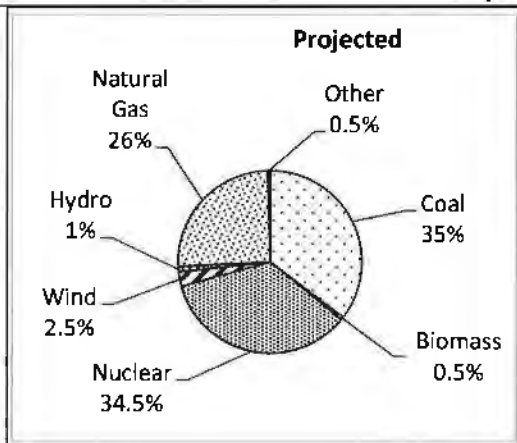
Environmental Disclosure Information – Quarterly Comparisons

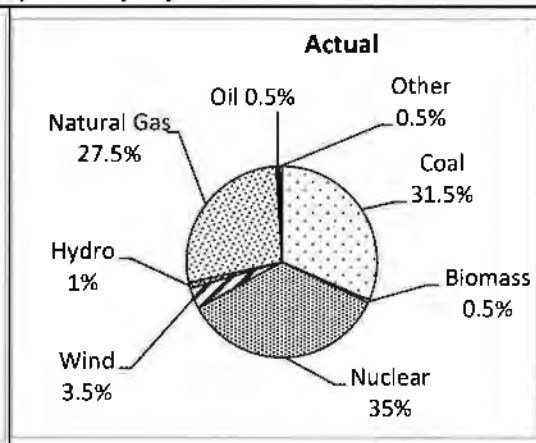
PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 3/31/18

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.





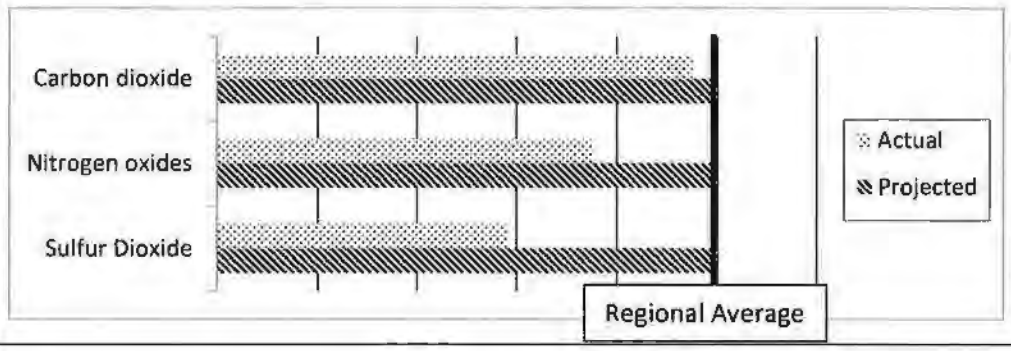
Environmental Characteristics–

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 PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.

Cheryl Smith

From: Indra Energy Compliance
Sent: Tuesday, June 04, 2019 5:38 PM
To: 'Lee Garry'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507148 [ref:_00Dt0GzXt._500t0J1DGs:ref]

Good afternoon.

Pursuant to your email correspondence, a final credit in the amount of $387.23 will be issued to this customer for the total difference in rates between what we charged and what the customer would have paid with the utility company during the tenure of his energy account with our company. Please note, the calculations provided by PUCO does not reconcile with the rates charged by Indra. The amount that PUCO calculated was $67.91 above what the company charged. Following a secondary review, the adjusted re-rate using the Indra rate of **$0.05530** is outlined below.

Begin Date	End Date	Usage	Company Supply Charge	Utility Rate (kWh)	Utility Supply Charge	Credit to Customer
2/18/2019	3/21/2019	2,957	$513.05	$0.05530	$163.52	**$ 349.53**
1/21/2019	2/18/2019	2,347	$483.72	$0.05530	$129.79	**$ 353.93**
12/18/2018	1/21/2019	4,445	$987.30	$0.05530	$245.81	**$ 741.49**
11/19/2018	12/18/2018	2,615	$135.98	$0.05530	$144.61	**$ (8.63)**
10/16/2018	11/19/2018	2,307	$119.96	$0.05530	$127.58	**$ (7.62)**
					Difference:	**$1,428.70**
					Credit1:	**($741.47)**
					Credit2:	**($300.00)**
					Credit3:	**($387.23)**

The credit will be sent directly to the customer's utility company within the next four to six weeks.

Regards,

Compliance

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

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Tuesday, June 4, 2019 12:56 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507148 [ref:_00Dt0GzXt._500t0J1DGs:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00507148
CUSTOMER: [redacted]
ADDRESS: [redacted] Buckeye Lake, Ohio 43008
SERVICE ADDRESS: [redacted] Buckeye Lake, Ohio 43008
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBER [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:
You charged the customer a total of $1,496.61 above the EDU $0.05/kwh rate. You issued a good will credit of $1,041.47 leaving a balance of $455.14 still due to be adjusted.
****
Please update PUCO when additional adjustment is made.

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._500t0J1DGs:ref

Cheryl Smith

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Tuesday, May 28, 2019 9:17 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507148 [ref:_00Dt0GzXt._500t0J1DGs:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00507148
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Buckeye Lake, Ohio 43008
SERVICE ADDRESS: [redacted] Buckeye Lake, Ohio 43008
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. The sales representative, Jason, told the customer that the rate would become variable but he would still save money every month. The rates charged were higher than the PTC so the customer did not save money as he was mislead to believe. Since this is why he agreed to enroll, please rerate the charges to the PTC from AEP for all months billed by Indra/Palmco. When did the customer call to cancel? When is the last billing date?

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,
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._500t0J1DGs:ref

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

From: Bellkys Castillo
Sent: Tuesday, June 4, 2019 10:44 AM
To: Jacqueline Maldonado
Cc: Keenia Joseph
Subject: PUCO [redacted] Electric A[redacted]

Good morning.

Please kindly provide the calculations for this customer. Attached is the charges from P2C. Also, this customer was credited $300 and $741.47; total of $1,041.47.

Thank you.

Bellkys Castillo – Compliance Supervisor
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

[redacted]

10/18/2018	11/19/2018	4445	$	367.30	0.05530	245.81	$	243.48	
11/19/2018	12/18/2018	2615	$	139.96	0.05530	144.61	$	(4.65)	
10/18/2018	11/19/2018	2307	$	119.96	0.05530	127.58	$	(7.62)	

[redacted]

Total Remote
Received for the billing cycle 11/18/18-12/12/18
Received Flat Credit
Total Amount due customer

Pick: Name: Note:

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate Tax	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
					-	#DIV/0!	#DIV/0!	#DIV/0!
					-	#DIV/0!	#DIV/0!	#DIV/0!
					-	#DIV/0!	#DIV/0!	#DIV/0!
					-	#DIV/0!	#DIV/0!	#DIV/0!
					-	#DIV/0!	#DIV/0!	#DIV/0!
					-	#DIV/0!	#DIV/0!	#DIV/0!
								#DIV/0!

Pick: Name: Acct: Note:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate Tax	ReRate Total	Amt Due Customer
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
						$ -

Pick: Name: Acct: Note:

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate Tax	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
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Pick: Name: Acct: Note:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate Tax	ReRate Total	Amt Due Customer
					-	$ -
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					-	$ -
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Pick: Name: Acct: Note:

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate Tax	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
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								#DIV/0!

Use This if No Tax

Processing	Charged	Statemented	Begin Read Date	End Read Date	Type	Rate Code	Total	Canceled	Dispute	Customer	Usage	Other	Tax	Billed Usage	Usage Days	Unit Price	Daily Avg	Bill Method Description	Estimate Reason	Usage Trans ID	Invoice/Stmt ID
3/22/2019	3/31/2019	3/22/2019	2/14/2019	3/21/2019	Electric - Charge	AEPOHWA	512.05	false	false	0.00	512.05	0	0	2957	33	0.17	89.60	LDC Consolidated Bill Ready		07143256615519692019120979646	
1/28/2019	2/19/2019	2/20/2019	1/21/2019	2/18/2019	Electric - Charge	AEPOHWA	463.73	false	false	0.00	463.73	0	0	2937	28	0.21	83.60	LDC Consolidated Bill Ready		07143256612019011914117919987	
1/25/2019	2/21/2019	2/25/2019	12/18/2018	1/21/2019	Electric - Charge	AEPOHWA	367.32	false	false	0.00	367.32	0	0	4445	34	0.12	130.70	LDC Consolidated Bill Ready		07143256612019011811184831611	
12/21/2018	12/18/2018	12/21/2018	11/18/2018	12/18/2018	Electric - Charge	AEPNATOH	139.96	false	false	0.00	139.96	0	0	2615	29	0.05	90.20	LDC Consolidated Bill Ready		07143256612018121812181885884	
11/20/2018	12/19/2018	12/20/2018	10/18/2018	11/18/2018	Electric - Charge	AEPNATOH	119.96	false	false	0.00	119.96	0	0	2307	34	0.05	67.80	LDC Consolidated Bill Ready		07143256612018111811814145308	

Use this if Tax, then update Column G accordingly

Tax Estimate for Column G	Processing	Charged	Statemented	Begin Read Date	End Read Date	Type	Rate Code	Total	Canceled	Dispute	Customer	Usage	Other	Tax	Billed Usage	Usage Days	Unit Price	Daily Avg	Bill Method Description	Estimate Reason	Usage Trans ID	Invoice/Stmt ID
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Use This if No Tax

Processing	Charged	Statemented	Begin Read Date	End Read Date	Type	Rate Code	Total	Canceled	Dispute	Customer	Usage	Other	Tax	Billed Usage	Usage Days	Unit Price	Daily Avg	Bill Method Description	Estimate Reason	Usage Trans ID	Invoice/Stmt ID

Use this if Tax, then update Column G accordingly

Tax Estimate for Column G	Processing	Charged	Statemented	Begin Read Date	End Read Date	Type	Rate Code	Total	Canceled	Dispute	Customer	Usage	Other	Tax	Billed Usage	Usage Days	Unit Price	Daily Avg	Bill Method Description	Estimate Reason	Usage Trans ID	Invoice/Stmt ID
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Use This if No Tax

Processing	Charged	Statemented	Begin Read Date	End Read Date	Type	Rate Code	Total	Canceled	Dispute	Customer	Usage	Other	Tax	Billed Usage	Usage Days	Unit Price	Daily Avg	Bill Method Description	Estimate Reason	Usage Trans ID	Invoice/Stmt ID

Use this if Tax, then update Column G accordingly

Tax Estimate for Column G	Processing	Charged	Statemented	Begin Read Date	End Read Date	Type	Rate Code	Total	Canceled	Dispute	Customer	Usage	Other	Tax	Billed Usage	Usage Days	Unit Price	Daily Avg	Bill Method Description	Estimate Reason	Usage Trans ID	Invoice/Stmt ID
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Cheryl Smith

From: Indra Energy Compliance
Sent: Wednesday, May 29, 2019 9:29 AM
To: 'Lee Garry'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507148 [ref:_00Dt0GzXt._500t0J1DGs: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: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Tuesday, May 28, 2019 9:17 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507148 [ref:_00Dt0GzXt._500t0J1DGs:ref]

Ohio | Public Utilities Commission

Thomas Sheehy

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Friday, December 21, 2018 9:42 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243159 [ref:_00Dt0GzXt._500t0EBVUq:ref]

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

CASE ID: 00243159
CUSTOMER: [redacted]
ADDRESS: [redacted] West Milton, Ohio 45383
SERVICE ADDRESS: [redacted] West Milton, Ohio 45383
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBER [redacted]
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: Mr. [redacted] gave permission for Ms [redacted] to call about his account. Ms. [redacted] states that in August or September she received a phone call from Palmco. She was advised she could get a cheaper rate. The rate would be 6.0 but she is now paying 15.0 the supplier portion of the bill went from $79.00 to $549.82. Ms. [redacted] called the company and was advised she signed up for a variable rate and she states that she was not told about a variable rate but that the rate would be cheaper. She would like to know why the representative mislead her?

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Do you have record of customer calling about the rates?
5. If so, when and what was explained to the customer?

6. 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._500t0EBVUq:ref

Orpheus Craigue

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Wednesday, January 23, 2019 10:04 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243159 [ref:_00Dt0GzXt._500t0EBVUq:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00243159
CUSTOMER: [redacted]
ADDRESS: [redacted] West Milton, Ohio 45383
SERVICE ADDRESS: [redacted] West Milton, Ohio 45383
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBER: [redacted]
NIC [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: Thanks for the previous response. However, I have a few issues with the sales call. The representative tells the customer she can lower her rate to 5.3 cents per kWh but does not mention anything about a variable rate until the end of the call. The representative tells the customer her bills will not increase with Palcmo. When the customer voices her concern about being charged for cancelling with her current supplier, Titan, the representative states that customers always have the option to take the better rate and it will not take her out of the program? What program, the Choice program? The representative also states she does not believe that Titan has fee? The representative does not know the contract terms the customer agreed to with Titan, so why would she state this? She also states that no supplier can put a Cost Recovery Rate on the bill? What is this supposed to mean? What does this have to do with cancellation issues? Why does the representative tell the customer she always has the right to choose the better rate? Is the representative or company aware of the exact contract terms a customer has agreed to with their current supplier if they have one? I am confused as to why the representative did not states that she is offering a variable at the beginning of the call , and

why she would tell the customer that there are not fees with if she cancels with current supplier? Why did the representative tell the customer that during the TPV they will mention , Not a guaranteed savings and this is because the company does not know her usage habits? With a variable rate the rate changes and can be higher or lower than price to compare, why was this not explained? Please explain. Thank you.

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._500t0EBVUq:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Friday, January 25, 2019 5:32 PM
To: Andrea Smith
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243159 [ref:_00Dt0GzXt._500t0EBVUq:ref]

Categories: PUCO Complaint

Hello Andrea and the PUCO,

Regarding Case ID 00243159; [redacted]

We agree with you that this call had issues, and that the agent handled some items poorly. As a result and in the interest of providing the customer a good experience, we rerated the account. We also launched an audit of the agent in question. Our Quality Assurance process reviews a percentage of each sales agent's production at random. This enrollment was not selected as part of this random review, and unfortunately, these issues were not picked up on at the time of enrollment. This agent has not solicited on our behalf for some time, but we are in the process of going back to review sales submissions not previously reviewed as part of our Quality Assurance processes to ensure that the issues presented here were not present elsewhere.

We do make efforts to have a positive enrollment and overall experience for all consumers, and also take measures to fully disclose product information to customers. We make our variable rate history available on our website (indraenergy.com/ohio/ohio-variable-rates/) and provide the URL to customers in their confirmation documentation, and also post our monthly variable rate on the Ohio Apples to Apples website. We also train agents not to make any suggestions or speculations as to whether a potential customer has an ETF with an existing supplier. Ms. [redacted] overall experience was not up to our quality standards, and as a result, we gave a refund to make it as though she never received our service.

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: Wednesday, January 23, 2019 10:04
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243159 [ref:_00Dt0GzXt._500t0EBVUq:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00243159
CUSTOMER: [redacted]
ADDRESS: [redacted] West Milton, Ohio 45383
SERVICE ADDRESS: [redacted] West Milton, Ohio 45383
AIQ: Palmco Power 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: Thanks for the previous response. However, I have a few issues with the sales call. The representative tells the customer she can lower her rate to 5.3 cents per kWh but does not mention anything about a variable rate until the end of the call. The representative tells the customer her bills will not increase with Palcmo. When the customer voices her concern about being charged for cancelling with her current supplier, Titan, the representative states that customers always have the option to take the better rate and it will not take her out of the program? What program, the Choice program? The representative also states she does not believe that Titan has fee? The representative does not know the contract terms the customer agreed to with Titan, so why would she state this? She also states that no supplier can put a Cost Recovery Rate on the bill? What is this supposed to mean? What does this have to do with cancellation issues? Why does the representative tell the customer she always has the right to choose the better rate? Is the representative or company aware of the exact contract terms a customer has agreed to with their current supplier if they have one? I am confused as to why the representative did not states that she is offering a variable at the beginning of the call , and why she would tell the customer that there are not fees with if she cancels with current supplier? Why did the representative tell the customer that during the TPV they will mention , Not a guaranteed savings and this is because the company does not know her usage habits? With a variable rate the rate changes and can be higher or lower than price to compare, why was this not explained? Please explain. Thank you.

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._500t0EBVUq:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, December 26, 2018 7:40 PM
To: Andrea Smith
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243159 [ref:_00Dt0GzXt._500t0EBVUq:ref
Attachments: [redacted] - TPV.MP3; [redacted] Confirmation Packet.pdf; [redacted] - Sales Call.mp3
Categories: PUCO Complaint

Hello Andrea and the PUCO,

Regarding Case ID 00243159; [redacted]

Ms. [redacted] completed the attached TPV recording on 8/6/2018, authorizing the enrollment of this electric account in Palmco's service. We've also attached the confirmation packet detailing the terms of enrollment which was mailed following the customer's enrollment. Additionally, we've attached the sales audio as requested by the PUCO.

Of note: Beginning October 2018, Palmco began conducting business under its trade name "Indra Energy".

Ms [redacted] reached out to our Customer Service line on 12/17/2018 and expressed dissatisfaction with Indra's supply service. At her request, we advised Ms. [redacted] we would drop the account. We also reviewed the customer's account; the customer was dissatisfied with the service she received from Indra, and in the interest of adequately resolving her concerns and providing an excellent customer experience, we made the determination to provide a goodwill rerate of the customer's DP&L account for the life Indra's supply. This refund of the difference between Indra charges and what the incumbent utility would have charged will provide the customer with the financial effect of having never received Indra's supply service. The adjustment amounts to $338.17 for the billing period of 9/12/18 – 12/10/18, which will be sent to the electric utility. We will also adjust the customer's final bill when we receive the final invoice. No termination fees were issued for Ms. [redacted] ecision to opt out of Indra's supply, and DP&L established a service end date of 1/11/2019.

At the time she enrolled in our service, Ms. [redacted] greed to receive a variable rate product with no guarantee of savings. During the verification she conducted to commence enrollment, Ms. [redacted] acknowledged her understanding that our variable rate "may be higher or lower than the utility's price in any given month," and that "there are no guaranteed savings." We provided service according to the terms Ms [redacted] agreed to, but as a result of her dissatisfaction, we provided refund as a measure of goodwill.

If you need anything further, 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: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Friday, December 21, 2018 09:42
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00243159 [ref:_00Dt0GzXt._500t0EBVUq:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00243159
CUSTOMER: [redacted]
ADDRESS: [redacted] West Milton, Ohio 45383
SERVICE ADDRESS: [redacted] West Milton, Ohio 45383
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBE [redacted]
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: Mr. [redacted] gave permission for Ms [redacted] to call about his account. Ms. [redacted] states that in August or September she received a phone call from Palmco. She was advised she could get a cheaper rate. The rate would be 6.0 but she is now paying 15.0 the supplier portion of the bill went from $79.00 to $549.82. Ms [redacted] called the company and was advised she signed up for a variable rate and she states that she was not told about a variable rate but that the rate would be cheaper. She would like to know why the representative mislead her?

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Do you have record of customer calling about the rates?
5. If so, when and what was explained to the customer?
6. 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._500t0EBVUq:ref

Orpheus Craigue

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 5, 2019 1:44 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248905 [ref:_00Dt0GzXt._500t0Egp3S: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: 00248905
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted]
Toledo, Ohio 43606
SERVICE ADDRESS: [redacted] Toledo, Ohio 43606
AIQ: Palmco Energy [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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Customer was offered 0.59 ccf for 12 months by Indra. Customer's contract was fulfilled and he went to a variable rate of. 0.79430 in Dec. Customer then signed a plan of .39 and customer never got this rate. Customer called Indra and they gave her the .39 rate from Dec to Jan billing cycle but her bill did not reflect this.

-Please confirm new fixed rate contract and provide contract terms and conditions.
-Please provide resolution including credit to correct the rate.
-Please provide any additional information which may be useful.

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._500t0Egp3S:ref

William Schaaf

From: William Schaaf
Sent: Monday, February 11, 2019 5:21 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248905 [ref:_00Dt0GzXt._500t0Eop3S:ref]
Attachments: [redacted]Agreement 5-3-17.pd[redacted]TPV 5-3-17.mp3; [redacted]Confirmation Pack-Electric 5-3-17.pd[redacted]Confirmation Pack-Gas 5-3-17.pdf; [redacted]TPV 10-14-17.mp3[redacted]Confirmation Pack-Gas 10-14-17.pd[redacted]Confirmation Pack-Gas 12-19-18.pdf

Hello Darita and the PUCO,

Regarding Case # 0024890[redacted]

Ms.[redacted]initially enrolled her gas and electric accounts in Palmco's service on 5/3/17, as the result of a door-to-door sale. We've attached the signed agreement and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 5/16/17 and 6/2/17, respectively.

On 10/4/17, we received an inbound drop transaction for the customer's gas account, and her utility (Columbia Gas) established a service end date of 10/13/17. No termination fees were issued for cancellation.

On 10/14/17, Ms[redacted]completed a new TPV recording to re-enroll her gas account in Palmco's service. We've attached the TPV recording and confirmation package for this enrollment as well. Palmco resumed servicing the customer's gas account on 11/13/17.

Due to an outstanding balance on the customer's electric account, the customer was sent a notice informing her that her electric account would be dropped. An outbound drop transaction was submitted on 2/26/18, and the customer's utility (Toledo Edison) established an end date of 4/3/18. No termination fees were issued for cancellation.

On 12/19/18, Ms[redacted]contacted our Customer Service line regarding her gas account. The customer was offered to switch her existing variable rate plan to a fixed rate product, but she instead chose to enroll in a 100% renewable energy variable product, which included an introductory rate of 39 cents per Ccf for two billing cycles, and a variable rate thereafter. The confirmation package for this enrollment is also attached.

Ms.[redacted]contacted our Customer Service line again on 1/23/19, and requested to cancel her gas account. No termination fees were issued, and Columbia Gas established a retroactive end date of 1/17/19.

After the customer's December enrollment was processed, the customer's end date came before her new rate plan had taken effect. Nonetheless, since the customer did complete this verification prior to receiving her January bill, we are going to send an adjustment of $126.18 to Columbia Gas to provide the customer with the financial effect of having received the rate of $0.39 for her final billing cycle (12/19/18 – 1/17/19).

Please let us know if you need anything else. 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: Tuesday, February 5, 2019 1:44 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248905 [ref:_00Dt0GzXt._500t0Egp3S: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: 00248905
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
Toledo, Ohio 43606
SERVICE ADDRESS: [redacted] Toledo, Ohio 43606
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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Customer was offered 0.59 ccf for 12 months by Indra. Customer's contract was fulfilled and he went to a variable rate of. 0.79430 in Dec. Customer then signed a plan of .39 and customer never got this rate. Customer called Indra and they gave her the .39 rate from Dec to Jan billing cycle but her bill did not reflect this.

-Please confirm new fixed rate contract and provide contract terms and conditions.
-Please provide resolution including credit to correct the rate.
-Please provide any additional information which may be useful.

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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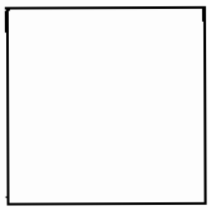

ref:_00Dt0GzXt._500t0Egp3S:ref

Thomas Sheehy

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Friday, February 1, 2019 1:58 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

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

CASE ID: 00250573
CUSTOMER: [redacted]
ADDRESS: [redacted] Defiance, Ohio 43512
SERVICE ADDRESS: [redacted] Defiance, Ohio 43512
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,

Caller states that she just received a bill for almost $400. She states that she has never heard of, or signed up with a company called Indra. She called on 1/31/19 to cancel the service.

*** Do you show a contact from the customer to dispute the enrollment and to cancel the account?
*** Please advise how you obtained the authorization to enroll the customer.
*** Please provide the sales call or signed contract, TPV, welcome packet and terms.

*** 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._500t0EhtgE:ref

Orpheus Craigue

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 13, 2019 10:43 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250573
CUSTOMER [redacted]
ADDRESS [redacted] Defiance, Ohio 43512
SERVICE ADDRESS [redacted] Defiance, Ohio 43512
AIQ: Palmco Power OH LLC
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 of the re-rate.

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._500t0EhtgE:ref

William Schaaf

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 28, 2019 9:07 AM
To: William Schaaf
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Good morning William,

Have you received the customer's final invoice? If yes, please provide the detailed calculation to determine the re-rate amount.

Shawn Thompson
Public Utilities Commission of Ohio
Investigation and Audit Division
Compliance Investigator
(614) 752-0666
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: 2/14/2019 5:04 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Shawn,

Here are our calculations for the customer's most recent bill. We have not received the customer's final invoice yet, but also intend on rerating at the same rate of 0.0552. If you have any further concerns, let us know. Thank you.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/12/2018	1/11/2019	1360	$ 289.75	0.05520	$ 75.07	$ 214.68

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: Wednesday, February 13, 2019 10:43 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00250573

CUSTOMER [redacted]

ADDRESS [redacted] Defiance, Ohio 43512

SERVICE ADDRESS [redacted] Defiance, Ohio 43512

AIQ: Palmco Power OH LLC

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 of the re-rate.

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._500t0EhtgE:ref

William Schaaf

From: William Schaaf
Sent: Monday, March 4, 2019 11:28 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Hello Shawn,

Regarding Case # 00250573, [redacted]

I've included a chart below detailing the supply charges for the customer's final invoice. The final invoice was billed at the rate of 0.0552, which is the estimated rate we have on file for the customer's utility. As a result, there was no additional adjustment needed. Let us know if you need anything further. Thanks.

Begin Read Date	End Read Date	Billed Usage	Rate Charged	Supply Charge
1/12/2019	2/12/2019	1470	$0.0552	$81.14

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 9:07 AM
To: William Schaaf <wschaaf@indraenergy.com>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Good morning William,

Have you received the customer's final invoice? If yes, please provide the detailed calculation to determine the re-rate amount.

Shawn Thompson
Public Utilities Commission of Ohio
Investigation and Audit Division
Compliance Investigator
(614) 752-0666
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: 2/14/2019 5:04 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Shawn,

Here are our calculations for the customer's most recent bill. We have not received the customer's final invoice yet, but also intend on rerating at the same rate of 0.0552. If you have any further concerns, let us know. Thank you.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/12/2018	1/11/2019	1360	$ 289.75	0.05520	$ 75.07	$ 214.68

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: Wednesday, February 13, 2019 10:43 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00250573

CUSTOMER: [redacted]

ADDRESS: [redacted] Defiance, Ohio 43512

SERVICE ADDRESS: [redacted] Defiance, Ohio 43512

AIQ: Palmco Power OH LLC

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 of the re-rate.

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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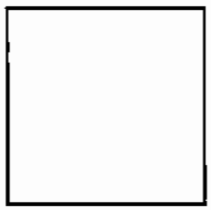

ref:_00Dt0GzXt._500t0EhtgE:ref

William Schaaf

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 8, 2019 8:39 AM
To: William Schaaf
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Good morning William,

Please adjust the billing period to reflect the price to compare.

12/12/18-1/11/19 PTC 5.30 cents
1/12/19-2/12/19 PTC 5.22 cents

Thanks,

Shawn Thompson
Public Utilities Commission of Ohio
Investigation and Audit Division
Compliance Investigator

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---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 3/6/2019 7:33 AM
To: wschaaf@indraenergy.com
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Good morning William,

Thank you for your response. I will confirm the rate for the re-rate and send you a follow up email.

Shawn Thompson
Public Utilities Commission of Ohio
Investigation and Audit Division
Compliance Investigator

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---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/4/2019 11:27 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Hello Shawn,

Regarding Case # 0025057[redacted]

I've included a chart below detailing the supply charges for the customer's final invoice. The final invoice was billed at the rate of 0.0552, which is the estimated rate we have on file for the customer's utility. As a result, there was no additional adjustment needed. Let us know if you need anything further. Thanks.

Begin Read Date	End Read Date	Billed Usage	Rate Charged	Supply Charge
1/12/2019	2/12/2019	1470	$0.0552	$81.14

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 9:07 AM
To: William Schaaf <wschaaf@indraenergy.com>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Good morning William,

Have you received the customer's final invoice? If yes, please provide the detailed calculation to determine the re-rate amount.

Shawn Thompson
Public Utilities Commission of Ohio
Investigation and Audit Division
Compliance Investigator
(614) 752-0666
PUCO.ohio.gov

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---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 2/14/2019 5:04 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Shawn,

Here are our calculations for the customer's most recent bill. We have not received the customer's final invoice yet, but also intend on rerating at the same rate of 0.0552. If you have any further concerns, let us know. Thank you.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/12/2018	1/11/2019	1360	$ 289.75	0.05520	$ 75.07	$ 214.68

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: Wednesday, February 13, 2019 10:43 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00250573

CUSTOMER [redacted]

ADDRESS: [redacted] Defiance, Ohio 43512

SERVICE ADDRESS [redacted] Defiance, Ohio 43512

AIQ: Palmco Power OH LLC

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 of the re-rate.

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._500t0EhtgE:ref

William Schaaf

From: William Schaaf
Sent: Friday, March 8, 2019 10:09 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Good morning Shawn,

We will proceed with adjusting the customer's bills using the PTC you provided. I've included a chart below detailing these adjustments. Thanks.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/12/2019	2/12/2019	1470	$81.14	$0.0522	$76.73	**$4.41**
12/12/2018	1/11/2019	1360	$289.75	$0.0530	$72.08	**$217.67**
						$222.08

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: Friday, March 8, 2019 8:39 AM
To: William Schaaf <wschaaf@indraenergy.com>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Good morning William,

Please adjust the billing period to reflect the price to compare.

12/12/18-1/11/19 PTC 5.30 cents
1/12/19-2/12/19 PTC 5.22 cents

Thanks,

Shawn Thompson
Public Utilities Commission of Ohio
Investigation and Audit Division

Compliance Investigator

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---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 3/6/2019 7:33 AM
To: wschaaf@indraenergy.com
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Good morning William,

Thank you for your response. I will confirm the rate for the re-rate and send you a follow up email.

Shawn Thompson
Public Utilities Commission of Ohio
Investigation and Audit Division
Compliance Investigator

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: 3/4/2019 11:27 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Hello Shawn,

Regarding Case # 00250573 [redacted]

I've included a chart below detailing the supply charges for the customer's final invoice. The final invoice was billed at the rate of 0.0552, which is the estimated rate we have on file for the customer's utility. As a result, there was no additional adjustment needed. Let us know if you need anything further. Thanks.

Begin Read Date	End Read Date	Billed Usage	Rate Charged	Supply Charge
1/12/2019	2/12/2019	1470	$0.0552	$81.14

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 9:07 AM
To: William Schaaf <wschaaf@indraenergy.com>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Good morning William,

Have you received the customer's final invoice? If yes, please provide the detailed calculation to determine the re-rate amount.

Shawn Thompson
Public Utilities Commission of Ohio
Investigation and Audit Division
Compliance Investigator
(614) 752-0666
PUCO.ohio.gov

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---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 2/14/2019 5:04 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

Shawn,

Here are our calculations for the customer's most recent bill. We have not received the customer's final invoice yet, but also intend on rerating at the same rate of 0.0552. If you have any further concerns, let us know. Thank you.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/12/2018	1/11/2019	1360	$ 289.75	0.05520	$ 75.07	$ 214.68

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: Wednesday, February 13, 2019 10:43 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00250573

CUSTOMER [redacted]

ADDRESS: [redacted] Defiance, Ohio 43512

SERVICE ADDRESS: [redacted] Defiance, Ohio 43512

AIQ: Palmco Power OH LLC

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 of the re-rate.

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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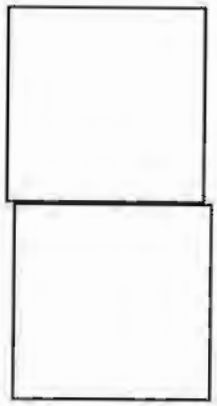

William Schaaf

From: William Schaaf
Sent: Thursday, February 14, 2019 5:05 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]
Attachments: [redacted]Calculations.xlsx

Shawn,

Here are our calculations for the customer's most recent bill. We have not received the customer's final invoice yet, but also intend on rerating at the same rate of 0.0552. If you have any further concerns, let us know. Thank you.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/12/2018	1/11/2019	1360	$ 289.75	0.05520	$ 75.07	$ 214.68

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: Wednesday, February 13, 2019 10:43 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIE5 COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250573
CUSTOMER: [redacted]
ADDRESS: [redacted] Defiance, Ohio 43512
SERVICE ADDRESS: [redacted] Defiance, Ohio 43512
AIQ: Palmco Power OH LLC
NIC [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 of the re-rate.

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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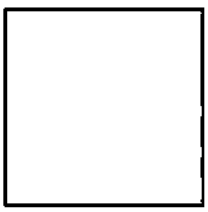

ref:_00Dt0GzXt._500t0EhtgE:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, February 5, 2019 5:12 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]
Attachments: [redacted]V.MP3[redacted]Confirmation Pack.pd[redacted]ales Audio.mp3

Hello Shawn and the PUCO,

Regarding Case # 00250573, [redacted]

This customer enrolled her electric account in Palmco's service on 9/12/18, 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 on 10/10/18.

In October 2018, Palmco began conducting business under its trade name, Indra Energy, and customers were provided with a postcard informing them of the brand name change. Ms.[redacted]ompleted her enrollment prior to this, so her account did not begin receiving our supply until after the name change took place. As a result, Indra began servicing the customer's account in line with the terms of her enrollment.

Ms[redacted]first contacted our Customer Service line on 1/28/19. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her account. Per her request, an outbound drop transaction was submitted, and her utility (Toledo Edison) determined a service end date of 2/11/19. No termination fees were issued for the customer's decision to opt out of our supply.

As stated above, Ms[redacted]ompleted a TPV recording in which she authorized her enrollment in Palmco's service, but her account did not [redacted]eiving our supply service until after Palmco began operating as Indra Energy. The customer has billed according to the terms she agreed to at the time of enrollment. However, considering the customer's dissatisfaction, we are planning to rerate the customer's most recent bill, as well as the upcoming final bill, to the match the estimated rate we have on file for the customer's electric utility. This will provide the customer with the financial effect of expediting the return to the utility's standard service.

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: Shawn Thompson [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, February 1, 2019 1:58 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250573 [ref:_00Dt0GzXt._500t0EhtgE:ref]

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

CASE ID: 00250573
CUSTOMER: [redacted]
ADDRESS: [redacted] Defiance, Ohio 43512
SERVICE ADDRESS: [redacted] Defiance, Ohio 43512
AIQ: Palmco Power [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:

Good afternoon,

Caller states that she just received a bill for almost $400. She states that she has never heard of, or signed up with a company called Indra. She called on 1/31/19 to cancel the service.

*** Do you show a contact from the customer to dispute the enrollment and to cancel the account?
*** Please advise how you obtained the authorization to enroll the customer.
*** Please provide the sales call or signed contract, TPV, welcome packet and terms.
*** 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._500t0EhtgE:ref

Sariah Brinker

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Tuesday, March 12, 2019 7:10 AM
To:	Indra Energy Compliance
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB:ref]
Follow Up Flag:	Follow up
Flag Status:	Flagged

Ohio | Public Utilities Commission

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

CASE ID: 00256294
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted]omsted Township, Ohio 44138
SERVICE ADDRESS: [redacted] Olmsted Township, Ohio 44138
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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
Mr. [redacted] contacted the PUCO regarding the rate he was being charged. He stated his rate went from $0.39 to $1.74 in one month. He was withing your company for about 10 months at which time eight of those were at a variable rate and never experienced such a dramatic increase in his rate.

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 advise how the variable rate was determined for this customer?
Would your company be willing to re-rate the customer?

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._500t0FMmQB:ref

Sariah Brinker

From: William Schaaf
Sent: Monday, March 18, 2019 4:02 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0EMmOB:ref]
Attachments: [redacted]erification.mp[redacted]Confirmation Pack.pdf; Indra Postcard.pdf

Hello Samantha and the PUCO,

Regarding Case # 00256294, [redacted]

Mr[redacted]enrolled his gas account in Palmco's variable rate plan on 2/14/18, as the result of an inbound call to our Customer Service line. 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 2/26/18.

Gas Plan: Variable. This included a two-month introductory rate of 39 cents per Ccf, 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 him of this brand name change.

On 3/1/19, Mr[redacted]contacted our Customer Service line to cancel his service with Indra. An outbound drop was processed, and the customer's utility (Columbia Gas) determined a service end date of 2/26/19. No termination fees were issued for the customer's decision to opt out of our supply. The customer also requested an adjustment to his last bill, and was advised that his account would be escalated for further review.

Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to the gas utility's standard offer, we determined that we will rerate the customer's final gas bill to the rate we have on file for his gas utility (41.8 cents), which results in an adjustment of $364.38 for the billing cycle of 1/28/19 – 2/26/19. We've included a chart below detailing our calculations for this adjustment, which will be sent to the customer's utility in order to be applied to his account. We spoke with Ms[redacted]n 3/14/19, and he confirmed his acceptance of this offer.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/28/2019	2/26/2019	254	$479.04	$0.4180	$106.17	$8.49	$114.66	**$364.38**

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.

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 naturol gas supply service that may vory 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

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: Monday, March 18, 2019 3:06 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB: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: 00256294
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS: [redacted]
omsted Township, Ohio 44138
SERVICE ADDRESS: [redacted] Olmsted Township, Ohio 44138
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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
An initial complaint was sent to you on March 12. 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: 3/12/2019 7:09 AM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256294

COMPANY:

CUSTOMER [redacted]

ADDRESS: [redacted] omsted Township, Ohio 44138

SERVICE ADDRESS [redacted] Olmsted Township, Ohio 44138

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

DESCRIPTION OF ISSUE:

Mr [redacted] contacted the PUCO regarding the rate he was being charged. He stated his rate went from $0.39 to $1.74 in one month. He was withing your company for about 10 months at which time eight of those were at a variable rate and never experienced such a dramatic increase in his rate.

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 advise how the variable rate was determined for this customer?
Would your company be willing to re-rate the customer?

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._500t0FMmQB:ref

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

2/15/2018

[redacted]
Olmsted Twp, OH 44138

Thank you for choosing PALMco as your energy supplier!

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

We are currently processing your enrollment

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

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

Below is a summary of your service account with PALMco:

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

Utility Account Number: [redacted]
Rate Plan: **Introductory Rate of $0.39000/Ccf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at https://palmcoenergy.com/ohio/ohio-variable-rates/.**
Cancellation Fees: **None.**
Budget Billing: **Please contact Columbia Gas.**

Your feedback is important to us!

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

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

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

OHIO TERMS AND CONDITIONS

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

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

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

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

PRICING.

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

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

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

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

costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

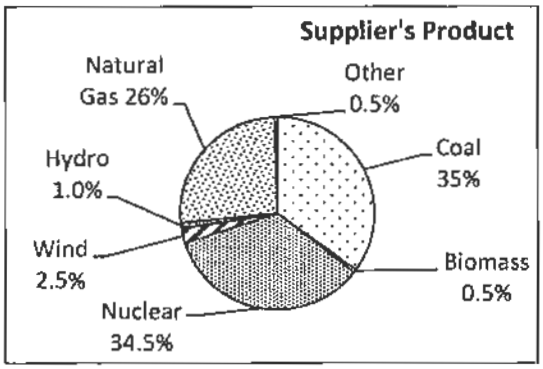
V.E.17-12.19

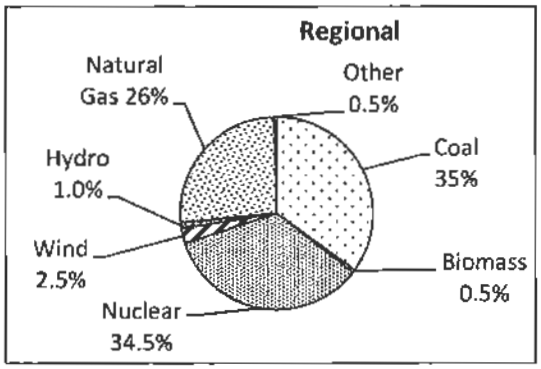
Environmental Disclosure Information

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

Sariah Brinker

From:	William Schaaf
Sent:	Tuesday, March 26, 2019 8:28 AM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB:ref]

Good morning,

Columbia Gas contacted us regarding this customer as well, and also asked that we send the check directly to the customer. We were able to intercept the utility check before it was sent to Columbia Gas, and a check will be sent to the customer this week.

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: Saturday, March 23, 2019 12:14 PM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256294
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Olmsted Township, Ohio 44138
SERVICE ADDRESS: [redacted] Olmsted Township, Ohio 44138
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:
Per Columbia gas (COH): **Indra mailed a check to COH on 03/20/19 an the total amount was in fact $364.38. The Choice team advised them that because the matter is between Indra & Mr.** [redacted] **the check should be issued directly to him and the one sent to COH voided.**

Can you company please have the re-rate sent to the customer?
How long will it take for the customer to receive this?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/18/2019 4:01 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB:ref]

Hello Samantha and the PUCO,

Regarding Case # 00256294 [redacted]

Mr. [redacted] nrolled his gas account in Palmco's variable rate plan on 2/14/18, as the result of an inbound call to our Customer Service line. 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 2/26/18.

Gas Plan: Variable. This included a two-month introductory rate of 39 cents per Ccf, 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 him of this brand name change.

On 3/1/19, M[redacted] contacted our Customer Service line to cancel his service with Indra. An outbound drop was processed, and the customer's utility (Columbia Gas) determined a service end date of 2/26/19. No termination fees were issued for the customer's decision to opt out of our supply. The customer also requested an adjustment to his last bill, and was advised that his account would be escalated for further review.

Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to the gas utility's standard offer, we determined that we will rerate the customer's final gas bill to the rate we have on file for his gas utility (41.8 cents), which results in an adjustment of $364.38 for the billing cycle of 1/28/19 – 2/26/19. We've included a chart below detailing our calculations for this adjustment, which will be sent to the customer's utility in order to be applied to his account. We spoke with Ms. [redacted] on 3/14/19, and he confirmed his acceptance of this offer.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/28/2019	2/26/2019	254	$479.04	$0.4180	$106.17	$8.49	$114.66	**$364.38**

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.

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 discretian, based on the whalesale 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 canditions, 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: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, March 18, 2019 3:06 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB: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: 00256294
COMPANY:

CUSTOMER: [redacted]
ADDRESS: [redacted]
omsted Township, Ohio 44138
SERVICE ADDRESS [redacted] Olmsted Township, Ohio 44138
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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
An initial complaint was sent to you on March 12. 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: 3/12/2019 7:09 AM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256294

COMPANY:

CUSTOMER [redacted]

ADDRESS [redacted] omsted Township, Ohio 44138

SERVICE ADDRESS [redacted] Olmsted Township, Ohio 44138

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

DESCRIPTION OF ISSUE:

Mr. [redacted] contacted the PUCO regarding the rate he was being charged. He stated his rate went from $0.39 to $1.74 in one month. He was withing your company for about 10 months at which time eight of those were at a variable rate and never experienced such a dramatic increase in his rate.

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 advise how the variable rate was determined for this customer?
Would your company be willing to re-rate the customer?

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._500t0FMmQB:ref

Sariah Brinker

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Saturday, March 23, 2019 12:14 PM
To:	William Schaaf
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256294
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS [redacted] omsted Township, Ohio 44138
SERVICE ADDRESS: [redacted] Olmsted Township, Ohio 44138
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:
Per Columbia gas (COH): **Indra mailed a check to COH on 03/20/19 an the total amount was in fact $364.38. The Choice team advised them that because the matter is between Indra & Mr.** [redacted] **the check should be issued directly to him and the one sent to COH voided.**

Can you company please have the re-rate sent to the customer?
How long will it take for the customer to receive this?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/18/2019 4:01 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB:ref]

Hello Samantha and the PUCO,

Regarding Case # 00256294 [redacted]

Mr [redacted] nrolled his gas account in Palmco's variable rate plan on 2/14/18, as the result of an inbound call to our Customer Service line. 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 2/26/18.

Gas Plan: Variable. This included a two-month introductory rate of 39 cents per Ccf, 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 him of this brand name change.

On 3/1/19, Mr [redacted] contacted our Customer Service line to cancel his service with Indra. An outbound drop was processed, and the customer's utility (Columbia Gas) determined a service end date of 2/26/19. No termination fees were issued for the customer's decision to opt out of our supply. The customer also requested an adjustment to his last bill, and was advised that his account would be escalated for further review.

Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to the gas utility's standard offer, we determined that we will rerate the customer's final gas bill to the rate we have on file for his gas utility (41.8 cents), which results in an adjustment of $364.38 for the billing cycle of 1/28/19 – 2/26/19. We've included a chart below detailing our calculations for this adjustment, which will be sent to the customer's utility in order to be applied to his account. We spoke with Ms [redacted] on 3/14/19, and he confirmed his acceptance of this offer.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/28/2019	2/26/2019	254	$479.04	$0.4180	$106.17	$8.49	$114.66	**$364.38**

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.

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 ogency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses ond 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 af 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: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, March 18, 2019 3:06 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB: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: 00256294
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted]
omsted Township, Ohio 44138
SERVICE ADDRESS [redacted] Olmsted Township, Ohio 44138
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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
An initial complaint was sent to you on March 12. 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: 3/12/2019 7:09 AM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256294 [ref:_00Dt0GzXt._500t0FMmQB:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256294

COMPANY:

CUSTOMER: [redacted]

ADDRESS [redacted]omsted Township, Ohio 44138

SERVICE ADDRESS: [redacted] Olmsted Township, Ohio 44138

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

DESCRIPTION OF ISSUE:

Mr. [redacted] contacted the PUCO regarding the rate he was being charged. He stated his rate went from $0.39 to $1.74 in one month. He was withing your company for about 10 months at which time eight of those were at a variable rate and never experienced such a dramatic increase in his rate.

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 advise how the variable rate was determined for this customer?
Would your company be willing to re-rate the customer?

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._500t0FMmQB:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 21, 2019 10:35 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248902 [ref:_00Dt0GzXt._500t0Egoyz:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00248902
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Aurora, Ohio 44202
SERVICE ADDRESS: [redacted] Aurora, Ohio 44202
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:
Mr. [redacted] states that he has been charged $17 per MCF for the past month. He states previously he was charged $7 per MCF.

1. When was the service start date?
2. Has the customer requested service be cancelled? If so, when is the service stop date?
3. Why has the customer been charged a rate more than triple the utility company's standard Choice Offer Rate?
4. Please provide copies of the Sales Call, TPV, Welcome Letter with terms and conditions, renewal notification, 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._500t0Egoyz:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Tuesday, February 26, 2019 1:30 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248902 [ref:_00Dt0GzXt._500t0Egoyz:ref
]
Attachments: [redacted] - TPV 8-27-18.mp3 [redacted] TPV 9-17-18.mp3 [redacted] - Sales Audio 8-27-18.WAV; [redacted] - Sales Audio 9-17-18.wav; [redacted] - Confirmation Pack Electric.pdf; [redacted] Confirmation Pack Gas.pdf

Categories: PUCO Complaint

Hello Leah,

Regarding Case ID 00248902; [redacted]

This customer's electric and gas accounts were enrolled in Palmco's supply as a result of a telephone solicitation. We're attaching the sales audio and TPVs from 8/27/2018 and 9/17/2018. We're also including the confirmation packets sent out to the customer following enrollment. To elaborate on the reason for so many attachments here, we should explain that an issue was found with the customer's first enrollment, specifically covering the enrollment of the gas account. As a result, the sales vendor followed up with the customer, in order to re-explain the services and conduct a new TPV.

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

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

The customer reached out to our Customer Service to cancel his accounts on 1/22/2019. Ohio Edison established a service end date of 2/12/2019, and Dominion East Ohio provided an estimated end date of 2/19/2019. No ETFs were issued for the cancellation of either of the customer's accounts.

The customer was billed for gas according to the terms of his variable rate agreement from September 2018. In addition to the TPV he completed, he was mailed terms and conditions, which further detailed the terms of our fixed electric and variable gas plans. With that said, we understand the customer's concerns, and since he has expressed dissatisfaction with the variable gas service he received with Indra, we'd be willing to rerate the customer's gas account for the duration it received our supply. This would provide the customer with the financial effect of having never received our gas supply at all. We're reaching out to the customer to inform him of this rerate, and are detailing our calculations below. If you have any questions or concerns over this adjustment, please let us know; otherwise we will plan to proceed with applying the credit to the customer's account.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/16/19	2/14/19	231	$ 430.19	0.30200	69.76	5.06	74.82	**$ 355.37**
12/13/18	1/16/19	205	$ 175.47	0.37120	76.10	5.52	81.61	**$ 93.86**
11/12/18	12/13/18	201	$ 52.26	0.47850	96.18	-	96.18	**$ (43.92)**
10/12/18	11/12/18	131	$ 34.06	0.32550	42.64	-	42.64	**$ (8.58)**
								$ 396.73

Of note: The utility did not include tax with the customer's November and December bills. As a result, we also left that out of our rerate calculation.

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: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 21, 2019 10:35
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248902 [ref:_00Dt0GzXt._500t0Egoyz:ref]

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

CASE ID: 00248902
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS [redacted] Aurora, Ohio 44202
SERVICE ADDRESS: [redacted] Aurora, Ohio 44202
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:
M[redacted] states that he has been charged $17 per MCF for the past month. He states previously he was charged $7 per MCF.

1. When was the service start date?
2. Has the customer requested service be cancelled? If so, when is the service stop date?
3. Why has the customer been charged a rate more than triple the utility company's standard Choice Offer Rate?
4. Please provide copies of the Sales Call, TPV, Welcome Letter with terms and conditions, renewal notification, 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._500t0Egoyz:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 1, 2019 9:25 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255300
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Uniontown, Ohio 44685
SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685
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,

Mr [redacted] contacted the PUCO regarding a rep that came to his home in October, 2018. He stated the rep was very pushy. He advised the rep many times that he was not interested but continued to push him and would not leave. He was informed it would be a great rate for 2 months then going to a variable rate. When he received his bills for his gas and electric this month and the rate increased dramatically.

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._500t0FMMYI:ref

William Schaaf

From: William Schaaf
Sent: Wednesday, March 6, 2019 5:35 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._ [redacted]MYI:ref]
Attachments: [redacted]V.MP3; [redacted]onfirmation Pack-Electric.pd[redacted]Confirmation Pack-Gas.pdf

Hello Samantha and the PUCO,

Regarding Case # 00255300[redacted]

Mr [redacted]enrolled his gas and electric accounts in Indra's variable rate plans on 10/11/18, as the result of a door-to-door sale. We've attached the TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Shortly after receiving his enrollment, we contacted the customer to gauge the quality of his sales experience; the customer confirmed his enrollment and did not express any concerns with his sales experience. Indra began servicing the customer's gas and electric accounts on 11/14/18 and 11/15/18, 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: 100%-Green Variable. This included a two-month introductory rate of $0.0510 per kWh, after which rate would vary month-to-month.

We received inbound drop transactions for the customer's gas and electric accounts on 2/26/19 and 2/25/19, respectively. No termination fees were issued for cancellation. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/22/19 and 3/15/19, respectively.

These accounts were 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. 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 gas and electric bills to the rate we have on file for his gas and electric utilities, and will also adjust the customer's final bills, once they are rendered. This will provide the customer with the effect of having received Indra's introductory rates for his first two billing cycles, and then have returned to the utility's standard service. We've included charts below detailing our calculations for the adjustments for the customer's most recent bills.

Electric Acct

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/16/2019	2/15/2019	1085	$240.23	$0.0544	$59.02	**$181.21**

Gas Acct

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	112	$207.12	$0.3020	$33.82	$2.20	$36.02	**$171.10**

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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 1, 2019 9:25 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

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

CASE ID: 00255300
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS [redacted] Uniontown, Ohio 44685
SERVICE ADDRESS [redacted] Uniontown, Ohio 44685
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,

Mr. [redacted] contacted the PUCO regarding a rep that came to his home in October, 2018. He stated the rep was very pushy. He advised the rep many times that he was not interested but continued to push him and would not leave. He was informed it would be a great rate for 2 months then going to a variable rate. When he received his bills for his gas and electric this month and the rate increased dramatically.

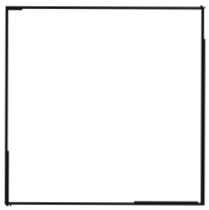
Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

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._500t0FMMYI:ref

Sariah Brinker

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Friday, March 15, 2019 8:35 AM
To:	William Schaaf
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI: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: 00255300
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS [redacted] Uniontown, Ohio 44685
SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685
AIQ: Palmco Power O[redacted]
SERVICE ACCOUNT NUMBER: [redacted]
NIQ [redacted]
[redacted]: 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 7. 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

---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 3/7/2019 8:55 AM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255300
COMPANY:
CUSTOMER
ADDRESS: Uniontown, Ohio 44685
SERVICE ADDRESS: Uniontown, Ohio 44685
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:
Can you provide me with the total re-rate when after the final bills have been issued?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/6/2019 5:35 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Hello Samantha and the PUCO,

Regarding Case # 00255300,

Mr. [redacted] enrolled his gas and electric accounts in Indra's variable rate plans on 10/11/18, as the result of a door-to-door sale. We've attached the TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Shortly after receiving his enrollment, we contacted the customer to gauge the quality of his sales experience; the customer confirmed his enrollment and did not express any concerns with his sales experience. Indra began servicing the customer's gas and electric accounts on 11/14/18 and 11/15/18, 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: 100%-Green Variable. This included a two-month introductory rate of $0.0510 per kWh, after which rate would vary month-to-month.

We received inbound drop transactions for the customer's gas and electric accounts on 2/26/19 and 2/25/19, respectively. No termination fees were issued for cancellation. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/22/19 and 3/15/19, respectively.

These accounts were 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. 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 gas and electric bills to the rate we have on file for his gas and electric utilities, and will also adjust the customer's final bills, once they are rendered. This will provide the customer with the effect of having received Indra's introductory rates for his first two billing cycles, and then have returned to the utility's standard service. We've included charts below detailing our calculations for the adjustments for the customer's most recent bills.

Electric Acct

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/16/2019	2/15/2019	1085	$240.23	$0.0544	$59.02	**$181.21**

Gas Acct

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	112	$207.12	$0.3020	$33.82	$2.20	$36.02	**$171.10**

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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 1, 2019 9:25 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00255300

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Uniontown, Ohio 44685

SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685

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,

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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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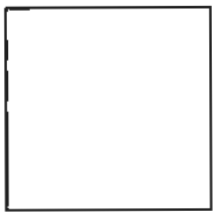

ref:_00Dt0GzXt._500t0FMMYI:ref

Sariah Brinker

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent:	Thursday, March 21, 2019 10:29 AM
To:	William Schaaf
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: [redacted]
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Uniontown, Ohio 44685
SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685
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:
Can you please provide me with an update?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/15/2019 9:04 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Hello Samantha,

The customer's gas account is scheduled to stop receiving our supply on 3/22/19. We will provide the rerate details after the final bill is rendered.

The customer's electric account is scheduled to stop receiving our supply today, 3/15/19. We will provide the rerate details after the final bill is rendered.

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 8:35 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI: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: 00255300

COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Uniontown, Ohio 44685
SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ [redacted]

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DESCRIPTION OF ISSUE:
An initial complaint was sent to you on March 7. 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

---------- Original Message ----------
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To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255300
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Uniontown, Ohio 44685
SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685
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:
Can you provide me with the total re-rate when after the final bills have been issued?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/6/2019 5:35 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYl:ref]

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Regarding Case # 00255300, [redacted]

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1/18/2019	2/18/2019	112	$207.12	$0.3020	$33.82	$2.20	$36.02	**$171.10**

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: Friday, March 1, 2019 9:25 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMI55ION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00255300

COMPANY:

CUSTOMER [redacted]

ADDRESS [redacted] Uniontown, Ohio 44685

SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685

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:

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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._500t0FMMYI:ref

Sariah Brinker

From: William Schaaf
Sent: Thursday, March 21, 2019 11:08 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Hello Samantha,

I've included charts below detailing the rerate adjustments for the customer's final gas and electric bills. These adjustments will be sent to the customer's gas and electric utilities in order to be applied to the accounts.

Gas Acct

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/18/2019	3/19/2019	89	$131.36	$0.2925	$26.03	$1.69	$27.73	**$103.63**

Electric Acct

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/16/2019	3/15/2019	880	$157.82	$0.0544	$47.87	**$109.95**

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, March 21, 2019 10:29 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255300
COMPANY:

CUSTOMER [redacted]
ADDRESS: [redacted] Uniontown, Ohio 44685
SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685
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:
Can you please provide me with an update?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/15/2019 9:04 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Hello Samantha,

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William Schaaf – Asst. Compliance Officer

1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

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From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
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To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI: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: 00255300
COMPANY: [redacted]
CUSTOMER [redacted]
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SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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Service Monitoring and Enforcement Department
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PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255300
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Uniontown, Ohio 44685
SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ [redacted]

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Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator

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www.PUCO.ohio.gov

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Sent: 3/6/2019 5:35 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIE5 COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

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Gas Acct

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	112	$207.12	$0.3020	$33.82	$2.20	$36.02	**$171.10**

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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 1, 2019 9:25 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00255300

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Uniontown, Ohio 44685

SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685

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,

Mr[redacted] contacted the PUCO regarding a rep that came to his home in October, 2018. He stated the rep was very pushy. He advised the rep many times that he was not interested but continued to push him and would not leave. He was informed it would be a great rate for 2 months then going to a variable rate. When he received his bills for his gas and electric this month and the rate increased dramatically.

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

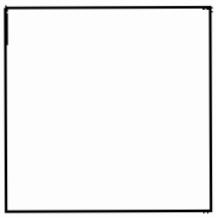
Service Monitoring and Enforcement Department

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._500t0FMMYI:ref

Sariah Brinker

From:	William Schaaf
Sent:	Friday, March 15, 2019 9:04 AM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Hello Samantha,

The customer's gas account is scheduled to stop receiving our supply on 3/22/19. We will provide the rerate details after the final bill is rendered.

The customer's electric account is scheduled to stop receiving our supply today, 3/15/19. We will provide the rerate details after the final bill is rendered.

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 8:35 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI: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: 00255300
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS: [redacted] Uniontown, Ohio 44685
SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685
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:
An initial complaint was sent to you on March 7. 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

---------- Original Message ----------
From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 3/7/2019 8:55 AM
To: wschaaf@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255300
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS: [redacted] Uniontown, Ohio 44685
SERVICE ADDRES [redacted] Uniontown, Ohio 44685
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:
Can you provide me with the total re-rate when after the final bills have been issued?

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: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/6/2019 5:35 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Hello Samantha and the PUCO,

Regarding Case # 00255300, [redacted]

Mr[redacted]rolled his gas and electric accounts in Indra's variable rate plans on 10/11/18, as the result of a door-to-door sale. We've attached the TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Shortly after receiving his enrollment, we contacted the customer to gauge the quality of his sales experience; the customer confirmed his enrollment and did not express any concerns with his sales experience. Indra began servicing the customer's gas and electric accounts on 11/14/18 and 11/15/18, 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: 100%-Green Variable. This included a two-month introductory rate of $0.0510 per kWh, after which rate would vary month-to-month.

We received inbound drop transactions for the customer's gas and electric accounts on 2/26/19 and 2/25/19, respectively. No termination fees were issued for cancellation. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/22/19 and 3/15/19, respectively.

These accounts were 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. 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 gas and electric bills to the rate we have on file for his gas and electric utilities, and will also adjust the customer's final bills, once they are rendered. This will provide the customer with the effect of having received Indra's introductory rates for his first two billing cycles, and then have returned to the utility's standard service. We've included charts below detailing our calculations for the adjustments for the customer's most recent bills.

Electric Acct

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/16/2019	2/15/2019	1085	$240.23	$0.0544	$59.02	**$181.21**

Gas Acct

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	112	$207.12	$0.3020	$33.82	$2.20	$36.02	**$171.10**

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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 1, 2019 9:25 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255300 [ref:_00Dt0GzXt._500t0FMMYI:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00255300

COMPANY:

CUSTOMER: [redacted]

ADDRESS: [redacted] Uniontown, Ohio 44685

SERVICE ADDRESS: [redacted] Uniontown, Ohio 44685

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,

Mr. [redacted] contacted the PUCO regarding a rep that came to his home in October, 2018. He stated the rep was very pushy. He advised the rep many times that he was not interested but continued to push him and would not leave. He was informed it would be a great rate for 2 months then going to a variable rate. When he received his bills for his gas and electric this month and the rate increased dramatically.

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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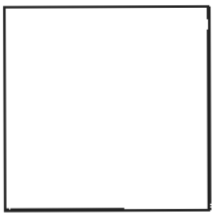

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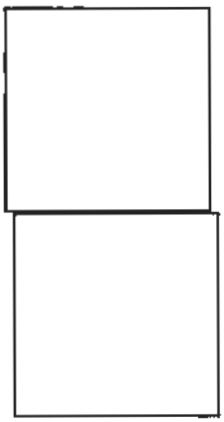

Orpheus Craigue

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 26, 2019 3:42 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255055
CUSTOMER [redacted]
ADDRESS [redacted] Fairborn, Ohio 45324
SERVICE ADDRESS [redacted] Fairborn, Ohio 45324
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,

Caller states that she cancelled with Indra at the end of January or the beginning of February. She states that they billed her for 5 cents on the first bill and now they are billing her 21 cents. Caller states that her bill is $710, which is 3/4 of her social security check. Caller states that she will tell everyone not to use them.

*** Please provide how you obtained the authorization to enroll the customer.
*** Please provide the sales call or signed contract, tpv, welcome letter and terms.
*** What date do you show that the customer cancelled?

*** Are you willing to re-rate the customer for the period of the variable rate?
*** If yes, please provide the detailed calculation to determine 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._500t0FMIKm:ref

William Schaaf

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 12, 2019 8:32 AM
To: William Schaaf
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]

Good morning William,

Please adjust the billing period to reflect the price to compare.

1/17/19-2/15/19	PTC 4.8 cents
12/14/18-1/17/19	PTC 5.1 cents

Thanks,

Shawn Thompson

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/1/2019 5:26 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]

Hello Shawn and the PUCO,

Regarding Case # 00255055, [redacted]

Ms. [redacted] enrolled her electric account in Palmco's variable rate plan on 9/5/18, 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. Shortly after the customer's enrollment, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra began servicing the customer's account on 10/18/18.

Electric Plan: Variable. This included a two-month introductory rate of 5.3 cents, after which the rate would vary month-to-month.

On 1/28/19, 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 (DPL) determined a service end date of 2/15/19. No termination fees were issued for the customer's decision to opt out of our supply.

Considering the customer has expressed financial hardship, we will honor the PUCO's request to rerate the customer's variable rate bills to the rate we have on file for her utility. This results in a total adjustment of $487.77 for the billing period of 12/14/18 – 2/15/19. We've included a chart below detailing our calculations for the rerate amount. This will provide the customer with the financial effect of having received our introductory rate of 5.3 cents for her first two billing cycles, and then have returned to the utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/17/2019	2/15/2019	1764	$378.38	$0.0563	$99.31	**$279.07**
12/14/2018	1/17/2019	1302	$283.01	$0.0563	$73.30	**$209.71**
						$488.77

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: Tuesday, February 26, 2019 3:42 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00255055

CUSTOMER [redacted]

ADDRESS: [redacted] Fairborn, Ohio 45324

SERVICE ADDRESS [redacted] Fairborn, Ohio 45324

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,

Caller states that she cancelled with Indra at the end of January or the beginning of February. She states that they billed her for 5 cents on the

first bill and now they are billing her 21 cents. Caller states that her bill is $710, which is 3/4 of her social security check. Caller states that she will tell everyone not to use them.

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** What date do you show that the customer cancelled?

*** Are you willing to re-rate the customer for the period of the variable rate?

*** If yes, please provide the detailed calculation to determine 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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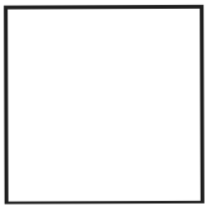

ref:_00Dt0GzXt._500t0FMIKm:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, March 12, 2019 9:20 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]

Good morning Shawn,

We will proceed with adjusting the customer's bills using the rates you provided. I've included a chart below detailing these calculations. Thanks.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/17/2019	2/15/2019	1764	$378.38	$0.048	$84.67	**$293.71**
12/14/2018	1/17/2019	1302	$283.01	$0.051	$66.40	**$216.61**

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 12, 2019 8:32 AM
To: William Schaaf <wschaaf@indraenergy.com>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]

Good morning William,

Please adjust the billing period to reflect the price to compare.

1/17/19-2/15/19 PTC 4.8 cents
12/14/18-1/17/19 PTC 5.1 cents

Thanks,

Shawn Thompson

---------- Original Message ----------
From: William Schaaf [wschaaf@indraenergy.com]

Sent: 3/1/2019 5:26 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]

Hello Shawn and the PUCO,

Regarding Case # 00255055, [redacted]

Ms [redacted] enrolled her electric account in Palmco's variable rate plan on 9/5/18, 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. Shortly after the customer's enrollment, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra began servicing the customer's account on 10/18/18.

Electric Plan: Variable. This included a two-month introductory rate of 5.3 cents, after which the rate would vary month-to-month.

On 1/28/19, 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 (DPL) determined a service end date of 2/15/19. No termination fees were issued for the customer's decision to opt out of our supply.

Considering the customer has expressed financial hardship, we will honor the PUCO's request to rerate the customer's variable rate bills to the rate we have on file for her utility. This results in a total adjustment of $487.77 for the billing period of 12/14/18 – 2/15/19. We've included a chart below detailing our calculations for the rerate amount. This will provide the customer with the financial effect of having received our introductory rate of 5.3 cents for her first two billing cycles, and then have returned to the utility's standard service.

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						$488.77

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: Tuesday, February 26, 2019 3:42 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00255055

CUSTOMER: [redacted]

ADDRESS: [redacted] Fairborn, Ohio 45324

SERVICE ADDRESS [redacted], Fairborn, Ohio 45324

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:

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

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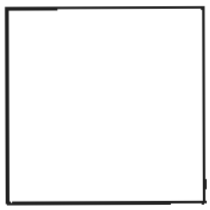

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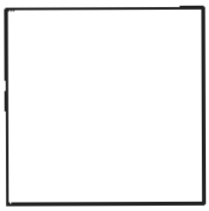

William Schaaf

From: William Schaaf
Sent: Friday, March 1, 2019 5:27 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]
Attachments: [redacted]PV.MP3 [redacted]Confirmation Pack.pdf [redacted]Sales Call.mp3

Hello Shawn and the PUCO,

Regarding Case # 00255055, [redacted]

Ms[redacted]enrolled her electric account in Palmco's variable rate plan on 9/5/18, 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. Shortly after the customer's enrollment, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra began servicing the customer's account on 10/18/18.

Electric Plan: Variable. This included a two-month introductory rate of 5.3 cents, after which the rate would vary month-to-month.

On 1/28/19, Ms.[redacted]ontacted our Customer Service line to cancel her service with Indra. As a result, an outbound drop transaction was processed, and the customer's utility (DPL) determined a service end date of 2/15/19. No termination fees were issued for the customer's decision to opt out of our supply.

Considering the customer has expressed financial hardship, we will honor the PUCO's request to rerate the customer's variable rate bills to the rate we have on file for her utility. This results in a total adjustment of $487.77 for the billing period of 12/14/18 – 2/15/19. We've included a chart below detailing our calculations for the rerate amount. This will provide the customer with the financial effect of having received our introductory rate of 5.3 cents for her first two billing cycles, and then have returned to the utility's standard service.

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1/17/2019	2/15/2019	1764	$378.38	$0.0563	$99.31	**$279.07**
12/14/2018	1/17/2019	1302	$283.01	$0.0563	$73.30	**$209.71**
						$488.77

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
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From: Shawn Thompson [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, February 26, 2019 3:42 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255055 [ref:_00Dt0GzXt._500t0FMIKm:ref]

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

CASE ID: 00255055
CUSTOMER: [redacted]
ADDRESS [redacted] Fairborn, Ohio 45324
SERVICE ADDRESS: [redacted] Fairborn, Ohio 45324
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,

Caller states that she cancelled with Indra at the end of January or the beginning of February. She states that they billed her for 5 cents on the first bill and now they are billing her 21 cents. Caller states that her bill is $710, which is 3/4 of her social security check. Caller states that she will tell everyone not to use them.

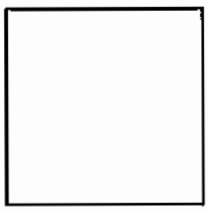
*** Please provide how you obtained the authorization to enroll the customer.
*** Please provide the sales call or signed contract, tpv, welcome letter and terms.
*** What date do you show that the customer cancelled?
*** Are you willing to re-rate the customer for the period of the variable rate?

*** If yes, please provide the detailed calculation to determine 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

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._500t0FMIKm:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 29, 2019 4:37 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249893 [ref:_00Dt0GzXt._500t0EhW0Y:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00249893
CUSTOMER [redacted]
ADDRESS [redacted] Canton, Ohio 44710
SERVICE ADDRESS: [redacted] Canton, Ohio 44710
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon.

Please review the following e-mail complaint received from Ms [redacted]

Please advise:

1. When, how, and by whom the enrollment of this customer's account was completed. Please include with the response copies of the TPV, signed agreement for service, Welcome Letter, Terms and Conditions of supply, and Renewal letters (if applicable).

2. If and how this customer was notified of the name change from Palmco to Indra Energy.

3. If this customer has been billed a rate of $0.22 per kwh for electric generation provided by Indra. If so, please explain how the rate is being calculated. This would include any market based conditions, etc. If not, please provide a copy of the billing history for this customer's account.

Additionally, please contact Ms [redacted] to discuss this issue, including whether or not she wishes to cancel the enrollment.

Thank you.
****

Somehow I ended up with Indra who was charging me 10 times what AEP charges for supplying me with electricity. I was never given an option. I just had a bill for one month for over $318. I am a senior living on Social Security. Now I have the choice of eating or paying this bill. Isn't there someone who looks out for people like me??? Indra charges 0.222 per kilowatt hour
compared to the .0182 charged by AEP. HOW DIDTHIS HAPPEN???
****

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._500t0EhW0Y:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, February 5, 2019 10:34 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249893 [ref:_00Dt0GzXt._500t0EhW0Y:ref]
Attachments: [redacted]PV.MP3 [redacted] Confirmation Pack-Electric.pdf [redacted] Confirmation Pack-Gas.pdf

Hello Christina and the PUCO,

Regarding Case # 00249893, [redacted]

Ms. [redacted] enrolled her gas and electric accounts in Palmco's service on 10/6/17, as the result of a telephone sale. We've attached the TPV recording for this enrollment, as well the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 11/3/17 and 11/20/17, respectively.

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 1/28/19, 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 AEP) established service end dates. The customer's gas and electric accounts are scheduled to stop receiving our supply service on 2/12/19 and 2/20/19, respectively. No termination fees were issued for the customer's decision to opt out of our supply.

Ms. [redacted] greed to enroll her gas and electric accounts in a variable rate product, which included an introductory rate for the first three billing cycles. On the TPV she completed, the customer confirmed her understanding that her rate could vary from month-to-month, and that savings were not guaranteed. The customer enrolled in a month-to-month variable rate plan for electricity, and as a result was never provided renewal letters. Her most recent bill was issued at the rate of $0.22288; taken from our terms and conditions, Indra's variable rate is *"determined by Indra based on the wholesale market prices acquired for energy, any supply and ogency 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."*

Ms [redacted] received our service for more than a year before calling to cancel, so it seems she was satisfied with the services rendered until recently. We hate to see the consumer leave feeling dissatisfied with service, so in the interest of trying to provide an agreeable customer experience, we'll provide Ms. [redacted] a rerate of her final two bills for gas and electricity. This will provide Ms. [redacted] the financial effect of having returned to her utility's standard service in December, prior to her request for cancellation. This will result in a total adjustment of $178.14 for electricity and $57.22 for gas for her January bills, and the upcoming final bills will also be charged at utility rates.

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: Tuesday, January 29, 2019 4:37 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249893 [ref:_00Dt0GzXt._500t0EhW0Y:ref]

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

CASE ID: 00249893
CUSTOMER: [redacted]
ADDRESS: [redacted] Canton, Ohio 44710
SERVICE ADDRESS: [redacted] Canton, Ohio 44710
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon.

Please review the following e-mail complaint received from [redacted]

Please advise:

1. When, how, and by whom the enrollment of this customer's account was completed. Please include with the response copies of the TPV, signed agreement for service, Welcome Letter, Terms and Conditions of supply, and Renewal letters (if applicable).

2. If and how this customer was notified of the name change from Palmco to Indra Energy.

3. If this customer has been billed a rate of $0.22 per kwh for electric generation provided by Indra. If so, please explain how the rate is being calculated. This would include any market based conditions, etc. If not, please provide a copy of the billing history for this customer's account.

Additionally, please contact Ms. [redacted] to discuss this issue, including whether or not she wishes to cancel the enrollment.

Thank you.
****

Somehow I ended up with Indra who was charging me 10 times what AEP charges for supplying me with electricity. I was never given an option. I just had a bill for one month for over $318. I am a senior living on Social Security. Now I have the choice of eating or paying this bill. Isn't there someone who looks out for people like me??? Indra charges 0.222 per kilowatt hour
compared to the .0182 charged by AEP. HOW DIDTHIS HAPPEN???
****

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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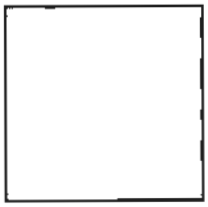

ref:_00Dt0GzXt._500t0FhW0Y:ref

Orpheus Craigue

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Friday, March 1, 2019 3:07 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255998 [ref:_00Dt0GzXt._500t0FMfng:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255998
CUSTOMER: [redacted]
ADDRESS [redacted] Ohio 45638
SERVICE ADDRESS: [redacted] Ironton, Ohio 45638
AIQ: Palmco Energy O[redacted]
SERVICE ACCOUNT NUMBER:
NIQ: [redacted]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that she is not sure the rate that she signed up for with Indra. Caller states that her bill went from $69.26 last month to $252.45.

*** Please provide how you obtained the authorization to enroll the customer.
*** Please provide the sales call or signed contract, tpv, welcome letter and terms.
*** 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._500t0FMfng:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, March 6, 2019 6:02 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255998 [ref:_00Dt0GzXt._500t0FMfng:ref]
Attachments: [redacted]df; [redacted] TPV.mp3; [redacted] Confirmation Pack.pdf; Indra Postcard.pdf

Categories: PUCO Complaint

Hello Shawn,

Regarding PUCO Case ID 00255998; [redacted]

We're attaching the signed agreement and TPV recording from this customer's enrollment in Palmco's variable rate plan on 3/12/2018. We're also attaching the confirmation packet sent to the customer. Additionally, we're attaching the postcard mailed to the customer, explaining that Palmco would be conducting business under its trade name, Indra Energy, in October 2018.

Gas Plan: Variable. This included a two-month introductory rate of 47 cents, after which rate would vary month-to-month.

Reviewing the account now, I don't see any record of the customer reaching out to our Customer Service line, and she is still currently enrolled under our variable supply; can you confirm if the customer is looking to cancel with Indra? If the customer is looking for an adjustment of her recent bill, I believe we could issue the customer an adjustment to help assist in resolving her concerns.

Please let us know, so we can confirm how to proceed with this account. 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: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Friday, March 1, 2019 15:07
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255998 [ref:_00Dt0GzXt._500t0FMfng:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255998
CUSTOMER [redacted]
ADDRESS: [redacted] Ironton, Ohio 45638
SERVICE ADDRESS [redacted] Ironton, Ohio 45638
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER:
NIQ: [redacted]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that she is not sure the rate that she signed up for with Indra. Caller states that her bill went from $69.26 last month to $252.45.

*** Please provide how you obtained the authorization to enroll the customer.
*** Please provide the sales call or signed contract, tpv, welcome letter and terms.
*** 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._500t0FMfng:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Friday, March 22, 2019 5:58 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255998 [ref:_00Dt0GzXt._500t0FMfng:ref]

Categories: PUCO Complaint

Hello Shawn,

Regarding Ms. [redacted] gas account:

In addition to returning customer to their utility, we can rerate the customer's most recent disputed bill to the utility's standard offer, in order to help resolve this complaint. I'm detailing the calculation below, and we'll get this processed unless we hear otherwise from you. Please feel free to reach out if you need anything further, and have a great weekend. Thanks!

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/25/19	2/25/19	114	$ 213.51	0.41800	47.65	3.45	51.11	**$ 162.40**

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: Friday, March 22, 2019 10:01
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255998 [ref:_00Dt0GzXt._500t0FMfng:ref]

Good morning Orpheus,

Are you willing to re-rate the customer?

Shawn Thompson

---------- Original Message ----------
From: Orpheus Craigue [ocraigue@indraenergy.com]
Sent: 3/6/2019 6:01 PM
To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255998 [ref:_00Dt0GzXt._500t0FMfng:ref]

Hello Shawn,

Regarding PUCO Case ID 00255998; [redacted]

We're attaching the signed agreement and TPV recording from this customer's enrollment in Palmco's variable rate plan on 3/12/2018. We're also attaching the confirmation packet sent to the customer. Additionally, we're attaching the postcard mailed to the customer, explaining that Palmco would be conducting business under its trade name, Indra Energy, in October 2018.

Gas Plan: Variable. This included a two-month introductory rate of 47 cents, after which rate would vary month-to-month.

Reviewing the account now, I don't see any record of the customer reaching out to our Customer Service line, and she is still currently enrolled under our variable supply; can you confirm if the customer is looking to cancel with Indra? If the customer is looking for an adjustment of her recent bill, I believe we could issue the customer an adjustment to help assist in resolving her concerns.

Please let us know, so we can confirm how to proceed with this account. 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: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Friday, March 1, 2019 15:07
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255998 [ref:_00Dt0GzXt._500t0FMfng:ref]

Ohio | Public Utilities Commission

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00255998

CUSTOMER: [redacted]

ADDRESS: [redacted] Ironton, Ohio 45638

SERVICE ADDRESS: [redacted] Ironton, Ohio 45638

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ: [redacted]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that she is not sure the rate that she signed up for with Indra. Caller states that her bill went from $69.26 last month to $252.45.

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** 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._500t0FMfng:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, February 11, 2019 1:50 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252437 [ref:_00Dt0GzXt._500t0FKI8U:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00252437
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Toledo, Ohio 43609
SERVICE ADDRESS: [redacted] Toledo, Ohio 43609
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 approached by Indra Energy representative while she was shopping in Sam's Club. Mrs. [redacted] did sign up for a 5 cents/kwh rate. As a budget billing customer with her utility she has expectations of what her bill would be each month. Her most recent bill was more than double of her typical bill due to the incredible rate she is being charged per kwh.

Please review and advise:

1. Can you provide a copy of customer enrollment confirmation?
2. What are the terms and conditions, including rate per kwh for the plan in which customer was enrolled?
3. Has customer contacted Indra Energy to discuss her concerns?

4. Why is customer being charged at the current rate?
5. How was the current rate determined?
6. How and when was customer notified of the possibility of her rate changing?

Any additional information would be greatly appreciated.

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._500t0FKl8U:ref

William Schaaf

From: William Schaaf
Sent: Thursday, February 14, 2019 8:55 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252437 [ref:_00Dt0GzXt._

Attachments: [redacted]PV.MP3[redacted]Confirmation Pack-Electric.pdf; [redacted]onfirmation Pack-Gas.pdf

Hello Alfred and the PUCO,

Regarding Case # 00252437 [redacted]

This customer enrolled her gas and electric accounts in Palmco's service on 9/7/18, upon completion of the attached TPV recording. 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 9/24/18 and 10/3/18, respectively.

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

On 12/31/18, Ms. [redacted] contacted our Customer Service line. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her accounts with Indra. Per her request, outbound drop transactions were submitted, and her gas and electric accounts stopped receiving our supply on 1/25/19 and 2/4/19, respectively. No termination fees were issued for the customer's decision to opt out of our supply.

Ms. [redacted] contacted our Customer Service line again on 2/8/19 with concerns over her electric bill. Our CSR advised the customer that her account would be escalated for further review. After reviewing her account, because the customer expressed dissatisfaction, we proceeded with adjusting the customer's final electric bill to match the rate we had on file for her utility. This resulted in an adjustment of $184.06 for the billing cycle of 1/5/19 – 2/4/19, which was sent to the customer's utility in the form of a check. This ultimately provided the financial effect of expediting the customer's return to the utility for her electric account.

At the time of enrollment, Ms. [redacted] greed to enroll in a variable rate product for her gas and electric accounts, which included an introductory rate for the first two billing cycles. During the TPV recording, she agreed to the following terms: *"Palmco will be selling you natural gas at the introductory price of 37 cents per Ccf for your first two bills"* and "*Palmco will be selling you electricity at the introductory price of 5.2 cents per kWh for your first two bills*." The customer also acknowledged 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's accounts were billed according to the terms she agreed to at the time of enrollment.

Please let us know if we can be of 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: Monday, February 11, 2019 1:50 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252437 [ref:_00Dt0GzXt._500t0FKl8U:ref]

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

CASE ID: 00252437
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS: [redacted] oledo, Ohio 43609
SERVICE ADDRESS [redacted] Toledo, Ohio 43609
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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good morning,

Customer was approached by [redacted] Energy representative while she was shopping in Sam's Club. Mrs [redacted] did sign up for a 5 cents/kwh rate. As a budget billing customer with her utility she has expectations of what her bill would be each month. Her most recent bill was more than double of her typical bill due to the incredible rate she is being charged per kwh.

Please review and advise:

1. Can you provide a copy of customer enrollment confirmation?
2. What are the terms and conditions, including rate per kwh for the plan in which customer was enrolled?
3. Has customer contacted Indra Energy to discuss her concerns?
4. Why is customer being charged at the current rate?
5. How was the current rate determined?
6. How and when was customer notified of the possibility of her rate changing?

Any additional information would be greatly appreciated.

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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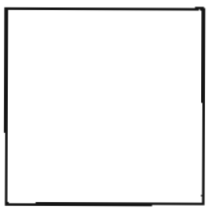

ref:_00Dt0GzXt._500t0FKl8U:ref

Orpheus Craigue

From: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Monday, February 25, 2019 9:05 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254864 [ref:_00Dt0GzXt._500t0FM8AC:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00254864
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted], Ohio 43812
SERVICE ADDRESS: [redacted] Coshocton, Ohio 43812
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:

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

DESCRIPTION OF ISSUE:
The customer states receiving their current gas bill that the bill would have been $227 less if the customer was with Columbia Gas for their supply. The bill showed the customer being billed $1.70 per ccf and the customer stated agreeing to switch to Indra over the phone, being given a low introductory rate for the first couple of months and then the rate increasing.
The customer doesn't remember when they were contacted and agreed to switch. Please provide the tpv, sales call and welcome letter with terms and conditions of the contract for review. What was the introductory rate? When did it change to a variable rate? Work to resolve the customer's concerns.

Sincerely,

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

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

ref:_00Dt0GzXt._500t0FM8AC:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Thursday, February 28, 2019 7:47 PM
To: Mariner Taft
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254864 [ref:_00Dt0GzXt._[redacted]C:ref]
Attachments: [redacted] TPV.mp3 [redacted] Sales Audio.w [redacted] Confirmation Pack Electric.pdf; [redacted] Confirmation Pack Gas.pdf

Categories: PUCO Complaint

Hello Mariner,

Regarding PUCO Case ID 00254864 [redacted]

The customer's electric and gas accounts were enrolled in Palmco's service on 8/24/2018, as a result of a telephone sale. We've attached the sales audio and TPV recording from this enrollment, as well as the gas and electric confirmation packages mailed to the customer following enrollment.

Electric Plan: 17-Month Two-Phase Fixed Plan, including 5.1 cents for the initial month, followed by 7.9 cents for the remaining 16 months.
Gas Plan: Variable. This included a two-month introductory rate of 37 cents per Ccf, after which rate would vary month-to-month.

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

The customer reached out to our Customer Service line on 1/28/2019 to cancel her electric and gas service with Indra. Outbound drop transactions were submitted to the customer's utilities. Columbia gas established a service end date of 2/19/2019, and AEP established an end date also on 2/19/2019. Neither account incurred a termination fee.

The customer's enrollment was under a fixed contract for the duration of its life with Palmco / Indra. The gas account was never enrolled in a fixed rate plan, and as a result continued to be billed under the terms of the customer's variable rate agreement. However, after continued conversations with the customer, and in reviewing her PUCO complaint, we determined we would rerate the customer's gas account for the entire duration it received our service; this was done as a goodwill gesture as part of an effort to ensure customer satisfaction in our service. We've detailed our calculations below; this adjustment will provide the customer with the financial effect of having never received our natural gas supply. We're attempting to follow up with the customer to provide her this information.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/21/19	2/19/19	159	$ 297.79	0.41800	66.46	4.82	71.28	**$ 226.51**
12/18/18	1/21/19	114	$ 97.11	0.48720	55.54	4.02	59.56	**$ 37.55**
11/15/18	12/18/18	121	$ 102.84	0.59450	71.93	5.21	77.15	**$ 25.69**
10/17/18	11/15/18	74	$ 29.37	0.44150	32.67	2.37	35.05	**$ (5.68)**
9/18/19	10/17/19	19	$ 7.54	0.42510	8.08	0.59	8.66	**$ (1.12)**
								$ 282.95

If you need anything further, 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: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Monday, February 25, 2019 09:05
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254864 [ref:_00Dt0GzXt._500t0FM8AC:ref]

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

CASE ID: 00254864
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS [redacted]n, Ohio 43812
SERVICE ADDRESS: [redacted] Coshocton, Ohio 43812
AIQ: Palmco Energy [redacted]
SERVICE ACCOUNT NUMBER:
NIQ:

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

DESCRIPTION OF ISSUE:
The customer states receiving their current gas bill that the bill would have been $227 less if the customer was with Columbia Gas for their supply. The bill showed the customer being billed $1.70 per ccf and the customer stated agreeing to switch to Indra over the phone, being given a low introductory rate for the first couple of months and then the rate increasing.
The customer doesn't remember when they were contacted and agreed to switch. Please provide the tpv, sales call and welcome letter with terms

and conditions of the contract for review. What was the introductory rate? When did it change to a variable rate? Work to resolve the customer's concerns.

Sincerely,

Mariner Taft
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._500t0FM8AC:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 27, 2019 5:31 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255567 [ref:_00Dt0GzXt._500t0FMTbZ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255567
COMPANY: [redacted]
CUSTOM[redacted]
ADDRES[redacted] Richwood, Ohio 43344
SERVICE ADDRES[redacted] Richwood, Ohio 43344
AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:
The customer noticed his bill was very high ($228), so he called OE and they said its due to Indra charging him 0.2411 per kwh and he would have only been charged .0521 with OE.

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

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ref:_00Dt0GzXt._500t0FMTbZ:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, March 5, 2019 10:42 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255567 [ref:_00Dt0GzXt._500t0FMTbZ:ref]
Attachments: [redacted]TPV.M[redacted]Agreement.pd[redacted]Confirmation Pack-Gas.pdf; [redacted]Confirmation Pack-Electric.pdf; Indra Postcard.pdf; PALMco D2D Sales Script - all territories - start 11-23-16 end 5-2-17.docx

Hello Kelly and the PUCO,

Regarding Case # 00255570 & 00255567[redacted]

Mr.[redacted]enrolled his gas and electric accounts in Palmco's variable rate service on 3/9/17, 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 3/22/17 and 4/6/17, respectively.

Gas Plan: Variable. This included a three-month introductory rate of $0.3498 per Ccf, 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.

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

On 2/25/19, Mr[redacted]contacted our Customer Service line to cancel his service with Indra. Drop transactions were processed, and service end dates were determined by the customer's gas and electric utilities. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/25/19 and 4/3/19, respectively. No termination fees were issued for the customer's decision to opt out of our supply.

These accounts were not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letters were required to be provided to the customer. In the interest of ensuring customer satisfaction, we are planning to rerate the customer's most recent gas and electric variable bills to the estimated rate we have on file for his gas and electric utilities. We've included charts below detailing our calculations for these adjustments. Additionally, the customer's upcoming final gas and electric bills will be flagged to be adjusted accordingly. This will ultimately provide the customer with the financial effect of expediting his return his gas and electric utility's standard service.

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/23/2019	2/21/2019	117	$218.62	$0.4180	$48.91	$3.42	$52.33	**$166.29**

Electric

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer

1/5/2019	2/5/2019	718	$173.17	$0.0544	$39.06	**$134.11**

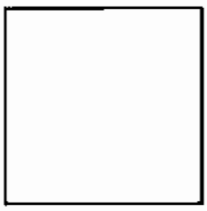
Let us know if we can be of any further assistance. Thank you.

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 5:31 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255567 [ref:_00Dt0GzXt._500t0FMTbZ:ref]



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

CASE ID: 00255567
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Richwood, Ohio 43344
SERVICE ADDRESS: [redacted] Richwood, Ohio 43344
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:
The customer noticed his bill was very high ($228), so he called OE and they said its due to Indra charging him 0.2411 per kwh and he would have only been charged .0521 with OE.

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

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ref:_00Dt0GzXt._500t0FMTbZ:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 27, 2019 5:23 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255570 [ref:_00Dt0GzXt._500t0FMTdL:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00255570
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS: [redacted] Richwood, Ohio 43344
SERVICE ADDRESS: [redacted] Richwood, Ohio 43344
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:
The customer stated that Indra raised his rate to $1.74, which is triple from what he agreed to.

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

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ref:_00Dt0GzXt._500t0FMTdL:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, March 5, 2019 10:41 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255570 [ref:_00Dt0GzXt._500t0EMTdL:ref]
Attachments: [redacted]TPV.MP3; [redacted]Agreement.pd[redacted]-Confirmation Pack-Gas.pdf; [redacted]Confirmation Pack-Electric.pdf; Indra Postcard.pdf; PALMco D2D Sales Script - all territories - start 11-23-16 end 5-2-17.docx

Hello Kelly and the PUCO,

Regarding Case # 00255570 & 00255567[redacted]

Mr[redacted]enrolled his gas and electric accounts in Palmco's variable rate service on 3/9/17, 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 3/22/17 and 4/6/17, respectively.

Gas Plan: Variable. This included a three-month introductory rate of $0.3498 per Ccf, 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.

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

On 2/25/19, Mr[redacted]contacted our Customer Service line to cancel his service with Indra. Drop transactions were processed, and service end dates were determined by the customer's gas and electric utilities. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/25/19 and 4/3/19, respectively. No termination fees were issued for the customer's decision to opt out of our supply.

These accounts were not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letters were required to be provided to the customer. In the interest of ensuring customer satisfaction, we are planning to rerate the customer's most recent gas and electric variable bills to the estimated rate we have on file for his gas and electric utilities. We've included charts below detailing our calculations for these adjustments. Additionally, the customer's upcoming final gas and electric bills will be flagged to be adjusted accordingly. This will ultimately provide the customer with the financial effect of expediting his return his gas and electric utility's standard service.

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
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Electric

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer

1/5/2019	2/5/2019	718	$173.17	$0.0544	$39.06	**$134.11**

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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, February 27, 2019 5:23 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255570 [ref:_00Dt0GzXt._500t0FMTdL:ref]

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

CASE ID: 00255570
COMPANY: [redacted]
CUSTOME[redacted]
ADDRESS: [redacted] Richwood, Ohio 43344
SERVICE ADDRESS: [redacted] Richwood, Ohio 43344
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:
The customer stated that Indra raised his rate to $1.74, which is triple from what he agreed to.

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

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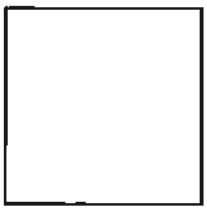

ref:_00Dt0GzXt._500t0FMTdL:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Wednesday, January 30, 2019 9:40 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS [redacted] Centerville, Ohio 45458
SERVICE ADDRESS [redacted] Centerville, Ohio 45458
AIQ: Palmco Power 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. 4901:1-21-06(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 believes that she has been paying almost double for her electricity.

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).

4. Please place this customer on the company's Do Not Call, Do Not Knock and Do Not Mail lists.

5. Please assure that all company vendors do the same.

6. Please advise the effective date of this change.

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._500t0Ehfl9:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 5, 2019 8:53 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Centerville, Ohio 45458
SERVICE ADDRESS: [redacted] Centerville, Ohio 45458
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:

Please provide a copy of the sales call, TPV and terms and conditions for the January enrollment.

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._500t0Ehfl9:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 7, 2019 2:21 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS [redacted] Centerville, Ohio 45458
SERVICE ADDRESS [redacted] Centerville, Ohio 45458
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:

I have reviewed both sales calls and both TPVs. I have some concerns about the TPV conducted in January, 2019.

1. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(iii)?

2. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(vi)(h)?

3. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(vi)(j)?

4. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(vii)?

5. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(viii)?

6. The welcome letter correctly advised the customer that ""You will receive a confirmation notice from DP&L confirming your selection of Indra Energy as your electricity supplier." Did the company submit an enrollment request to Dayton Power & Light? If not, how

would the customer ever be advised of her right to rescind during the rescission period?

7. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)ix)?

I also found the first sales call in August to be misleading and deceptive. The customer was told that she would receive the "introductory rate of $053 for the first two months, followed by a competitive variable rate every month after, so we'll shop the market for you and make sure you get the best possible rate every single month."

Please re-rate this customer for the entire period of her enrollments. I am required to obtain copies of her utility bills to perform the calculations myself. Once I have completed them, I will forward them to you, along with the supporting documentation.

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._500t0Ehfl9:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 13, 2019 8:57 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS [redacted] Centerville, Ohio 45458
SERVICE ADDRESS: [redacted] Centerville, Ohio 45458
AIQ: Palmco Power 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:

I have reviewed both sales calls and both TPVs. I have some concerns about the TPV conducted in January, 2019.

1. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(iii)?

2. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(vi)(h)?

3. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(vi)(j)?

4. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(vii)?

5. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(viii)?

6. The welcome letter correctly advised the customer that ""You will receive a confirmation notice from DP&L confirming your selection of Indra Energy as your electricity supplier." Did the company submit an enrollment request to Dayton Power & Light? If not, how

would the customer ever be advised of her right to rescind during the rescission period?

7. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)ix)?

I also found the first sales call in August to be misleading and deceptive. The customer was told that she would receive the "introductory rate of $053 for the first two months, followed by a competitive variable rate every month after, so we'll shop the market for you and make sure you get the best possible rate every single month."

Please re-rate this customer for the entire period of her enrollments. I am required to obtain copies of her utility bills to perform the calculations myself. Once I have completed them, I will forward them to you, along with the supporting documentation.

The customer does not wish to be solicited by the company again. Please advise the date that this request will be effective.

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._500t0Ehfl9:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Thursday, February 14, 2019 6:03 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Categories: PUCO Complaint

Hello Michael,

Regarding Case ID 00250217[redacted]

Because the customer was already actively receiving Indra's service when she reached out to us in January 2019, these codes wouldn't necessarily apply. We may have previously said she "enrolled" again which would lead to confusion – apologies if so – but this was an existing and active customer agreeing to switch to a new rate, not a new enrollment or new sales transaction. There was never a drop transaction up to this point, so no service end date was ever established. From an EDI perspective no new enrollment was ever sent to the utility, but instead an existing customer received a rate change transaction. Considering all of this, with Indra as the customer's current supplier, there was no possible rescission period: as an active customer she could request to cancel service, but not pre-empt or rescind a service that was already active. The main purpose of the verification (to change the customer's rate plan) was clear, and the terms and conditions relating to cancellation were essentially the same. As with the customer's initial enrollment, she could cancel Indra's supply with no termination fee.

The customer was added to our Do Not Call and Do Not Knock lists on 2/7/2019 in order to prevent future marketing efforts on behalf of Indra. This information was promptly distributed to all our external sales partners.

An inbound drop from DPL established a service end date of 2/27/2019, meaning the customer has one more bill remaining with Indra. We will honor the requested rerate you mentioned below, and will await the calculations you mentioned you will be performing, so that we can issue any adjustment necessary to the customer's electric account.

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: Wednesday, February 13, 2019 08:57
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS: [redacted] Centerville, Ohio 45458
SERVICE ADDRESS: [redacted] Centerville, Ohio 45458
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:

I have reviewed both sales calls and both TPVs. I have some concerns about the TPV conducted in January, 2019.

1. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(iii)?

2. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(vi)(h)?

3. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(vi)(j)?

4. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(vii)?

5. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)(viii)?

6. The welcome letter correctly advised the customer that ""You will receive a confirmation notice from DP&L confirming your selection of Indra Energy as your electricity supplier." Did the company submit an enrollment request to Dayton Power & Light? If not, how would the customer ever be advised of her right to rescind during the rescission period?

7. How does this TPV comply with O.A.C. 4901:1-21-06(D)(2)(a)ix)?

I also found the first sales call in August to be misleading and deceptive. The customer was told that she would receive the "introductory rate of $053 for the first two months, followed by a

competitive variable rate every month after, so we'll shop the market for you and make sure you get the best possible rate every single month."

Please re-rate this customer for the entire period of her enrollments. I am required to obtain copies of her utility bills to perform the calculations myself. Once I have completed them, I will forward them to you, along with the supporting documentation.

The customer does not wish to be solicited by the company again. Please advise the date that this request will be effective.

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._500t0Ehfl9:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, February 15, 2019 8:37 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER [redacted]
ADDRESS: [redacted] Centerville, Ohio 45458
SERVICE ADDRESS [redacted] Centerville, Ohio 45458
AIQ: Palmco Power OH LLC [redacted]
SERVICE ACCOUNT NUMBER [redacted]
NIC [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:

With all due respect, these codes do apply. The customer was enrolling in a new agreement, not staying with the old agreement which had converted to a variable rate. This was a new enrollment in another agreement and a new sales transaction. A new enrollment request should have been sent to the utility. This would have triggered an new rescission notice being sent to the customer. Staff takes the position that the customer is entitled to all of the same protections which she received in the initial enrollment including, but not limited to, a new rescission period. New terms and conditions were involved and not merely a continuation of the original terms and conditions. Not only could the customer cancel her existing enrollment, which did happen, but she could and did enroll in a new contract. She rescinded the terms of the previous enrollment by entering into a new contract.

There is no distinction in the regulations between an original enrollment and a re-enrollment in another agreement, even if with the same supplier.

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._500t0Ehfl9:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Wednesday, March 6, 2019 11:45 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]
Attachments: DP&L Bills.pdf; Electric Refund calculation.xls[redacted]bills0718-0219 (2).pdf;[redacted]bill_030419.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted], Ohio 45458
SERVICE ADDRESS: [redacted]Centerville, Ohio 45458
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:

Please find attached my calculations and supporting documentation for this customer's refund.

Please advise when she can expect to receive her refund check.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department

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

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ref:_00Dt0GzXt._500t0Ehfl9:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Friday, March 8, 2019 4:09 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Categories: PUCO Complaint

Hello Michael,

Confirming this here, we will proceed with processing the adjustment of $339.92. We expect this to be received by the utility within about 10 days.

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: Wednesday, March 6, 2019 11:45
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Centerville, Ohio 45458
SERVICE ADDRESS: [redacted] Centerville, Ohio 45458
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:

Please find attached my calculations and supporting documentation for this customer's refund.

Please advise when she can expect to receive her refund check.

Sincerely,

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

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ref:_00Dt0GzXt._500t0Ehfl9:ref

Orpheus Craigue

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 7, 2019 2:46 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted] Centerville, Ohio 45458
SERVICE ADDRESS: [redacted] Centerville, Ohio 45458
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:

As a follow up, I just spoke with the customer and her son. They do not wish to be solicited by the company again. Please advise the date that this request will be effective.

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._500t0Ehfl9:ref

William Schaaf

From: Orpheus Craigue
Sent: Wednesday, February 6, 2019 3:53 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]
Attachments: [redacted]nternal Call Audio.mp[redacted]-Confirmaton Pack-Fixed.pdf

Michael,

We're attaching the entire conversation from the customer's inbound call to our Customer Service line on January 23rd, which includes the rate change verification that the customer completed to switch to Indra's fixed product. Of note, the dialogue begins about two and a half minutes into the call, after the customer was initially on hold, and the rate change verification for the customer starts near the 13:00 mark, and lasts until around 14:30.

We're also attaching the confirmation package mailed to the customer following this verification, which detailed the terms of her fixed product enrollment. (This was also sent in our initial response. Of the two PDFs that I sent on Monday, this one was titled [redacted]*Confirmation Pack-Fixed*".)

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: Tuesday, February 5, 2019 08:53
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS: [redacted], Ohio 45458
SERVICE ADDRESS: [redacted] Centerville, Ohio 45458
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:

Please provide a copy of the sales call, TPV and terms and conditions for the January enrollment.

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._500t0Ehfl9:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Monday, February 4, 2019 6:43 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]
Attachments: [redacted]Sales Call.m[redacted]PV.mp3[redacted]Confirmaton Pack.pdf[redacted]onfirmaton Pack-Fixed.pdf

Categories: PUCO Complaint

Hello Michael and the PUCO,

Regarding Case # 00250217, [redacted]

Ms[redacted]nitially enrolled her electric account in Palmco's variable rate product on 8/10/18, 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 8/30/18.

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.

Ms.[redacted]first contacted our Customer Service line on 1/23/19 with concerns over her variable rate plan. The customer did not cancel service at this time, but instead completed an enrollment to switch to a 100%-Green, two-phase fixed product with a total term length of 14 months; this includes an initial rate of $0.052 per kwh for the first month, followed by a fixed rate of $0.096 per kwh for the remaining 13 months. The first phase of this product took effect on the customer's most recent billing cycle (12/27/18 – 1/30/19). We have attached the confirmation package from this enrollment as well. Neither the customer's initial enrollment, nor her new fixed rate enrollment, carry any early termination fees.

As a courtesy, the second phase of the fixed product was extended to the customer's previous billing cycle (11/29/18 – 12/27/18), amounting to an adjustment of $113.50. This provided the customer with the financial effect of switching to her fixed plan in late-November, nearly two months earlier than the date she authorized the switch to this plan. Our Customer Service staff followed up with Ms.[redacted]n 1/30/19 and she was satisfied with this adjustment.

The customer's concerns seemed resolved in her discussion with our staff following receipt of her PUCO complaint, and the customer's account is currently set to continue receiving Indra's supply according to the terms of the fixed rate plan from her most recent enrollment. To date, Ms[redacted]never requested to our office that her service be cancelled, nor did she request a cessation of future contact from Indra through addition to our Do Not Call and Do Not Knock lists. We're happy to honor this request, but do want to confirm it with you first. Ms.[redacted] an active customer at present and therefore would not be contacted for any current marketing efforts; as an active customer Ms.[redacted]is suppressed from potential marketing, but has not been added to our internal DNC and DNK lists. Considering she seemed pleased with our recent conversation and didn't make such a request to us, if you could please confirm her desire not to receive future contact from our organization, we will be happy to promptly add the customer to these lists.

Please let us know if we can be of any 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: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Wednesday, January 30, 2019 09:40
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ref:_00Dt0GzXt._500t0Ehfl9:ref]

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

CASE ID: 00250217
COMPANY: [redacted]
CUSTOMER: [redacted]
ADDRESS [redacted] Centerville, Ohio 45458
SERVICE ADDRESS: [redacted] Centerville, Ohio 45458
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 the PUCO for assistance in resolving a billing dispute she has with the company. She believes that she has been paying almost double for her electricity.

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).

4. Please place this customer on the company's Do Not Call, Do Not Knock and Do Not Mail lists.

5. Please assure that all company vendors do the same.

6. Please advise the effective date of this change.

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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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/10/2019 12:32:07 PM

in

Case No(s). 19-0957-GE-COI

Summary: Exhibit Ex. 7 Part 25 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.