



# Public Utilities Commission

Mike DeWine, Governor  
Sam Randazzo, Chairman

## Commissioners

M. Beth Trombold  
Lawrence K. Friedman  
Dennis P. Deters  
Daniel R. Conway

## Case Detail

Case Number: 00253107	Owner: Leah Lehman
Account Name: [REDACTED]	Account in Question: Verde Energy USA Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

### CASE DATES:

Date Opened: 02-13-2019

Date Closed: 03-01-2019

Case Age in Business Days: 12

## Contact Information

Contact: [REDACTED]	Preferred Contact Method: No Preference
Phone: [REDACTED]	Preferred Contact Time:
Mobile:	Email:

## Service Address Information

Service Account Number: [REDACTED]	Service Address County: Cuyahoga
Service Address Street: [REDACTED]	Service Address State: Ohio
[REDACTED]	
Service Address City: Cincinnati	Service Address Zip:
Service Address Country: United States	Service Address Phone: [REDACTED]

## Industry Information

AIQ Industry: Electric	Territory Account: 001t0000008OFY3AAO
AIQ Sub-Industry: Competitive Retail Electric Service Provider	General Code: Marketing -- Electric
AIQ Sub-Sub-Industry:	Specific Code: Enrollment Dispute
Non-Jurisdictional Case: <input type="checkbox"/>	

## Additional Information

PUCO ID: 345478	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

## Transportation Information

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Crossing ID:

Railroad:

Railroad Street Name:

## Description Information

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**Description:**

**Resolution:**

Letter sent to customer advising that the voice on the TPV was different than the account holder's voice and Verde has agreed to issue a credit for the difference for what the utility companies would have charged vs what the customer was charged.

## Case Comments

Created Date	Comment
2/13/2019 1:07:13 PM	<p>Customer was enrolled in Verde Energy without his authorization. Customer states he was sent an enrollment paper today with his account number. Customer states he contacted Duke to cancel the enrollment. Customer states he has been enrolled with multiple suppliers without his consent. Customer states Duke keeps enrolling him because the companies are splitting the money.</p> <p>I advised the only way that the customer would be enrolled without his consent would be if there is an aggregation in the area. I advised if the customer was enrolled without an aggregation the company would have to obtain his account number from him and complete the required enrollment verification. I advised I can reach out to the company for the enrollment information to find out how the customer was enrolled.</p> <p>Customer states he enrolled with Frontier Utilities because there was someone outside of the food shelter that was offering a \$400 rebate with Duke. He states the representative said she was with Duke, so he enrolled. He states he provided his ID to confirm the enrollment. He states he believes that she stole his information to enroll the service. Customer states he never received the rebate.</p> <p>I advised I will contact the company regarding the misleading information, but advised it is usually difficult to prove an in-person tabletop sales representative provided misleading information. I advised that I will also ask about the rebate.</p> <p>Customer would like to know who oversees the Choice Program.</p> <p>I advised the PUCO oversees the Choice Program.</p> <p>Customer would like to know who oversees the PUCO.</p> <p>I advised the PUCO is headed by the Commissioners.</p> <p>Customer would like to know who is the top Commissioner.</p> <p>I advised the Chairman is Asim Haque.</p> <p>Customer will not believe that is the Chairman's name.</p> <p>I advised several times that Asim Haque is in fact that Chairman's name and is listed on all materials sent by the PUCO and can be verified if the customer looks online.</p> <p>Customer is mumbling something about how nothing is going to get done and nobody is doing their job to prevent this. Customer mumbles something about things being threatening but he is not trying to threaten anyone.</p> <p>I advised that I am doing my job by investigating the enrollments. I advised of case number.</p>

3/1/2019 10:14:26 AM

Letter sent to customer advising that the voice on the TPV was different than the account holder's voice and Verde has agreed to issue a credit for the difference for what the utility companies would have charged vs what the customer was charged.

## Web Information

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Web Name:  
Web Home Phone:  
Web Email:  
Web Company:  
Web Zip Code:

Web Account in Question:  
Web US Dot #:

## System Information

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Created by: Leah Lehman  
# Tasks Correspondence Review: 2  
# Tasks Correspondence Review: 2

Last Modified by: Sara Macey  
Next Activity Date:  
Case Grade Created: ☐  
Case Grade Target: ☐

## Case Emails

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**Email Created Date: 2/13/2019 2:41:17 PM**

**Email Text Version:**

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253107

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]  
Apt, Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]  
[REDACTED] Cincinnati, Ohio 45215

AIQ: Verde Energy USA Ohio LLC

Case Number: 00253107



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] states he was enrolled in Verde Energy without his authorization.

How and when was the customer solicited?

What was the agreed upon rate and for how long?

Has service started with Verde Energy? If so, when?

Has the enrollment been rescinded or cancelled? If so, when?

Please provide a copy of any sales calls, TPV, signed enrollment forms, signed contract, renewal letters, welcome letter with terms and conditions, 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](http://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.\_500t0FL3XT:ref

**Email Created Date: 2/13/2019 2:42:12 PM**

**Email Text Version:**

Initial Submission of a Consumer Complaint

Please Respond Within 10 Business Days

CASE ID: 00253107

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]  
Apt, Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]  
[REDACTED] Cincinnati, Ohio 45215

AIQ: Verde Energy USA Ohio 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:

This customer has a dispute regarding suppliers. Please provide a copies of the past 12 months bills.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0FL3XT:ref

**Email Created Date: 2/13/2019 6:26:28 PM**

**Email Text Version:**

Good Afternoon,

Attached you will find the TPV requested for PUCO Complaint No. 00253107. As such, Verde will be providing a final response regarding this matter by the end of business on 2/26/2019.

Kindest Regards,

[<https://www.sparkenergy.com/SignatureImages/verdeusa.png>]

Brandi Williams | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

Tel: 281-833-4103

[bwilliams@verdeenergy.com](mailto:bwilliams@verdeenergy.com)<<mailto:bwilliams@verdeenergy.com>>

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

Sent: Wednesday, February 13, 2019 1:42 PM

To: Regulatory <[regulatory@sparkenergy.com](mailto:regulatory@sparkenergy.com)>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253107 [ref:\_00Dt0GzXt.\_500t0FL3XT:ref ]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt]

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

CASE ID: 00253107

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

Apt, Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

Mr. [REDACTED] states he was enrolled in Verde Energy without his authorization.

1. How and when was the customer solicited?
2. What was the agreed upon rate and for how long?
3. Has service started with Verde Energy? If so, when?
4. Has the enrollment been rescinded or cancelled? If so, when?
5. Please provide a copy of any sales calls, TPV, signed enrollment forms, signed contract, renewal letters, welcome letter with terms and conditions, 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<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C23f4e56c8a4e419790d408d6920aa9d6%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636856971842433974&sdata=VgrFNsXGTsLX0zSg6CN0mTRL5C93vCI88MxWn8v0%2Byw%3D&reserved=0>

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[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000003i0ti]

ref: \_00Dt0GzXt.\_500t0FL3XT:ref

**Email Created Date: 2/26/2019 2:37:44 PM**

**Email Text Version:**

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00253107.

Thank you for bringing [REDACTED] concerns to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Public Utilities Commission of Ohio ("PUCO") because he did not authorize the electric and gas enrollments to Verde.

Investigative Results:

\* On 1/18/2019, [REDACTED] authorized the electric and gas service with door-to-door sales agent, Ashanti [REDACTED] with third party vendor, Energy Group Consultants, LLC. As a result, the electric service enrolled onto Verde's Price Lock 12 plan at the rate of 8.99 cents/kWh with \$0 Monthly Service Fee ("MSF") and \$0 Early Termination Fee ("ETF"). The gas service enrolled



onto Verde's Price Lock 12 plan at the rate of 64.95 cents/CCF with \$0 MSF and \$0 ETF. (TPV Attached)

- \* On 1/28/2019, Verde generated and mailed the gas Welcome Letter. (Letter Attached)
- \* On 2/8/2019, Verde generated and mailed the electric Welcome Letter. (Letter Attached)
- \* On 2/4/2019, the gas and electric accounts became active with Verde.
- \* On 2/13/2019, Mr. [REDACTED] contacted Verde disputing the gas and electric service to Verde. The Verde agent submitted the cancellation transactions to the utility.
- \* On the same day, Verde received PUCO Complaint No. 00253107.

Outcome:

Verde would like to apologize for any inconvenience this matter may have caused Mr. [REDACTED]. After the careful review of the TPV completed on 1/18/2019, Verde confirms there are noticeable discrepancies between the voice of the person who authorized the enrollment to Verde and the voice of the account holder who contacted Verde on 2/13/2019 to dispute the enrollments of the gas and electric accounts. Additionally, there are differences between the telephone number used to authorize the enrollments in comparison to the telephone number used to contact Verde and file the complaint. For these reasons, Verde agrees to deem the enrollment as a "No Sale".

As such, because we take complaints of this nature very seriously, we have forwarded this matter to Verde's Compliance Vendor-Quality Assurance Manager for further investigation of the sales agent associated with this occurrence.

To resolve this matter, Verde agrees to process a cost analysis to the utility rate for the service dates of 2/4/2019 (date of inception) until 3/4/2019 (date of termination) for the electric account and for the service dates of 2/4/2019 (date of inception) until 3/5/2019 (date of termination) for the gas account. In as much, please understand the cost analyses will not be processed until the final invoices are generated and if a credit is deemed as due, the customer will be refunded accordingly.

As it stands, Mr. [REDACTED] electric account is set to terminate on 3/4/2019 and the gas service is set to terminate 3/5/2019 without penalty. Lastly, please understand the termination date is solely determined by the utility and not Verde.

Please let me know if you have any additional questions or concerns.

Kindest Regards,

[<https://www.sparkenergy.com/SignatureImages/verdeusa.png>]

Brandi Williams | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

Tel: 281-833-4103

[bwilliams@verdeenergy.com](mailto:bwilliams@verdeenergy.com)<<mailto:bwilliams@verdeenergy.com>>

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

Sent: Wednesday, February 13, 2019 1:42 PM

To: Regulatory <[regulatory@sparkenergy.com](mailto:regulatory@sparkenergy.com)>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253107 [ref:\_00Dt0GzXt.\_500t0FL3XT:ref ]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt]

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

CASE ID: 00253107

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

Apt, Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

Mr. [REDACTED] states he was enrolled in Verde Energy without his authorization.

1. How and when was the customer solicited?
2. What was the agreed upon rate and for how long?
3. Has service started with Verde Energy? If so, when?
4. Has the enrollment been rescinded or cancelled? If so, when?
5. Please provide a copy of any sales calls, TPV, signed enrollment forms, signed contract, renewal letters, welcome letter with terms and conditions, 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<<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cefed7360c95c4dbef2c808d69c21b978%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636868066554397384&sdata=Owl%2Fgx2DuDYCNIRIH%2BbfA4iuCG8E70zjnNmJE5njq4I%3D&reserved=0>>

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ref:\_00Dt0GzXt.\_500t0FL3XT:ref  
**Email Created Date: 2/28/2019 8:39:52 AM**

**Email Text Version:**  
PUBLIC UTILITIES COMMISSION OF OHIO  
Second Request for Information  
Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 5 Days

CASE ID: 00253107  
COMPANY:  
CUSTOMER: [REDACTED]  
ADDRESS: [REDACTED]  
Apt, Cincinnati, Ohio 45215  
SERVICE ADDRESS: [REDACTED]  
[REDACTED] Cincinnati, Ohio 45215  
AIQ: Verde Energy USA Ohio 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:

An initial complaint was sent to you on February 13, 2019. Please review the customer's concerns and respond within five business days.

Sincerely,

Leah Lehman  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]  
Sent: 2/13/2019 2:42 PM  
To: commission-agt@duke-energy.com  
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253107 [ref:\_00Dt0GzXt.\_500t0FL3XT:ref ]

Initial Submission of a Consumer Complaint

Please Respond Within 10 Business Days

CASE ID: 00253107

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

Apt, Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

AIQ: Verde Energy USA Ohio 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:

This customer has a dispute regarding suppliers. Please provide a copies of the past 12 months bills.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)



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ref:\_00Dt0GzXt.\_500t0FL3XT:ref

**Email Created Date: 2/28/2019 11:16:04 AM**

**Email Text Version:**

Leah,

RE:

[REDACTED]  
[REDACTED]  
Cincinnati, OH, 45215

Sorry for the delay. I have reviewed the above address for Mr. [REDACTED]

Here is a breakdown of the suppliers:

ELECTRIC SUPPLIER

Supplier Name

Effective Date

Termination Date

Verde Energy USA Ohio

2/4/19

3/5/19

Josco Energy USA

7/3/18

8/2/18

Frontier Utilities NE

4/4/18

7/3/18

GAS SUPPLIER

Supplier Name

Effective Date

Termination Date

Verde Energy USA Ohio

2/4/19

3/5/19

Josco Energy USA

7/3/18

8/2/18

Frontier Utilities NE

4/4/18

7/3/18

Gas PIPP Supplier

5/5/14

5/5/14

Gas PIPP Supplier

4/4/13

4/3/14

Gas PIPP Supplier

12/3/10

8/2/12

Per your request, I have attached the past 12 months of bills. Please let me know if you have any questions.

Thanks,  
Kristi Stanifer  
Consumer Affairs Specialist  
317-838-1009

[cid:image001.png@01CDFAE3.306FDCD0]

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient, and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]  
Sent: Thursday, February 28, 2019 8:40 AM  
To: Commission-AGT@duke-energy.com  
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253107 [ref:\_00Dt0GzXt.\_500t0FL3XT:ref ]

\*\*\* Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. \*\*\*

[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt>]

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

Please Respond Within 5 Days

CASE ID: 00253107

Case Number: 00253107

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

Apt, Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

AIQ: Verde Energy USA Ohio 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:

An initial complaint was sent to you on February 13, 2019. Please review the customer's concerns and respond within five business days.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C78b46264f7964acf7fb108d69d977b4b%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636869672374978113&sdata=QVCwuZ%2BznRdAiOgJtkPOXWY%2FiNZswKsJAN5GPUEbgMc%3D&reserved=0>](https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C78b46264f7964acf7fb108d69d977b4b%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636869672374978113&sdata=QVCwuZ%2BznRdAiOgJtkPOXWY%2FiNZswKsJAN5GPUEbgMc%3D&reserved=0)

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

Sent: 2/13/2019 2:42 PM

To: commission-agt@duke-energy.com<mailto:commission-agt@duke-energy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253107 [

ref:\_00Dt0GzXt.\_500t0FL3XT:ref ]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt]

Initial Submission of a Consumer Complaint

Please Respond Within 10 Business Days

CASE ID: 00253107

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

Apt, Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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Sincerely,

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www.PUCO.ohio.gov<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C78b46264f7964acf7fb108d69d977b4b%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636869672374988121&sdata=SRMvgjlknRjOEKth9b0bWe5bWA9acMt1DkyEFiajv8%3D&reserved=0>

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## Case Images

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Created Date	Images
2/28/2019 11:16:07 AM	



P.O. Box 421289  
Houston, TX 77242

## Welcome to the Verde Energy Family

>003371 00886 026 P51121



Cincinnati, OH 45215-3170



2/8/2019

Dear [REDACTED]

Thank you for signing up with Verde Energy. We look forward to providing you with 100% renewable energy at a very competitive rate.

We've received your request to start service; you will officially be switched to Verde Energy on your next meter reading. This can take your existing utility 1-2 billing cycles to complete, depending on the date you enrolled and on your next meter read date.

Once a customer, you'll enjoy the many benefits of being part of the Verde Energy family, including:

1. Dedicated customer care representatives who put you first
2. Convenient online and mobile account management services
3. Competitive plans, services and incentive programs

If you need assistance, please feel free to call our dedicated Customer Care team at 1-800-388-3862 or by email at [customercare@Verdeenergy.com](mailto:customercare@Verdeenergy.com).

We look forward to welcoming you to the Verde Energy family, where we believe in empowering what matters.

Warm Regards,

Nathan Kroeker  
CEO & President

## My Plan Details

### Account Number

[REDACTED]

### Plan

Price Lock 12

### Rate

8.99 Cents/KWH

### Term

12 Months

### Monthly Fee

\$0

### Early Termination Fee

\$0

## Start Earning Money Today!

### Refer-a-Friend and receive a \$25 credit or gift card!

Use your refer-a-friend ID JBROO20190119065113



VE WELCOME 10.17.18 English





## Verde Energy USA Ohio, LLC - Terms and Conditions of Service

Verde Energy USA Ohio, LLC, OH License 12-489 E (1), with a business address of 12140 Wickchester Ln, Ste 100, Houston TX 77079 (“Verde”), will supply you (“Customer”) with electricity in the service territory of your local distribution company (“Utility”), subject to these Terms and Conditions of Service (“Agreement”), which includes an agreement to ARBITRATION for any and all disputes between Customer and Verde:

1. **Price:** During the first 12 Months. of service, Verde will supply electricity to Customer at a 100% renewable fixed generation rate of 8.99 Cents/KWH Plus \$0 per month. After the first 12 Months of service, Verde will supply electricity to Customer at a 100% renewable variable generation rate that may change monthly with market conditions. Verde will purchase and retire renewable energy certificates (“RECs”) or attributes to ensure that an amount equal to 100% of Customer’s electricity usage is generated by renewable sources. Customer shall also pay and be responsible for all other amounts related to the purchase and delivery of electricity, including applicable taxes and service and delivery charges from the Utility. Verde will serve only the supply portion of Customer’s electricity bill. All other services currently supplied by the Utility will continue to be supplied by the Utility. No deposit is required by Verde for service.
2. **Term:** Verde is authorized to switch Customer’s utility supplier for the generation service charge. This Agreement will start when the Utility completes Customer’s enrollment with Verde. Service with Verde will begin with the next available meter reading after processing of the request by the Utility and Verde. The Utility may charge switching fees to Customer. Customer will be responsible for the termination of any existing supplier agreement. This Agreement will continue until terminated by either Customer or Verde in accordance with this Agreement. If Customer switches back to the Utility, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.
3. **Right of Rescission & Termination:** Residential and small commercial customers shall have the right to rescind this Agreement within 7 calendar days following the postmark date on the Utility’s confirmation notice by calling the Utility at the designated local or toll-free number or by written notice to the Utility, which is effective as of the date of the postmark. Either Verde or Customer may terminate this Agreement at any time, for any reason and without an early termination fee. Verde may terminate this Agreement on at least 14 calendar days written notice should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. The termination will become effective when the Utility switches Customer’s account from Verde to the new supplier selected by Customer, to the Utility or to such other default provider established for Customer’s account. Termination will not relieve Customer of any payment obligations for electricity provided to Customer by Verde prior to termination.
4. **Billing:** Customer will continue to receive one monthly electric bill from the Utility. Payment is due to the Utility in accordance with its standard billing practices. Failure to pay electric utility charges may result in Customer being disconnected in accordance with the electric utility tariff. Customer has the right to request from Verde, twice within a twelve month period, up to twenty-four months of Customer’s payment history without charge. Verde will support budget billing for the generation portion of the Customer’s to the extent that CRES budget billing is supported by the Utility.
5. **Emergency:** For any service question or in the event of an emergency, such as a power failure or a downed power line, Customer should contact:

Duke Energy Corporation	800-544-6900
The Dayton Power and Light Company	800-433-8500
Ohio Power Company	800-672-2231
Columbus Southern Power Company	800-672-2231
The Cleveland Electric Illuminating Company	800-589-3101
Ohio Edison	800-633-4766
Toledo Edison	800-447-3333
6. **Customer Relocation:** If Customer moves to a new address within Verde’s service territory, Customer should contact Verde in order to re-enroll at the new location.
7. **Changes to Agreement:** Verde may change, modify or amend this Agreement at any time (each a “Change”). Each Change will be made by Verde in the manner required by applicable law. Each Change will be posted on Verde's website ([www.verdeenergy.com](http://www.verdeenergy.com)), and Customer will receive individual notice of the Change if required by applicable law. Customer should review the website periodically for applicable Changes. Customer’s continued use of Verde’s products and services following a Change constitutes Customer’s acceptance of this Agreement as so Changed.



8. **Assignment:** Customer may not assign this Agreement without Verde's written consent. Verde may assign this Agreement or the revenues or proceeds due it hereunder: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Verde's assets or business in the State of Ohio; or (d) to another supplier licensed by the Public Utilities Commission of Ohio. This Agreement is binding upon Customer and Verde, and each party's heirs, successors and permitted assigns. Verde is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Verde's own collections and credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Ohio Revised Code, or assigning a customer contract to another CRES provider.

9. **Notice:** Subject to Paragraph 7 above, any notice will be considered to have been made if mailed or emailed to the address for Customer in Verde's records.

10. **Disputes:** Customer may contact Verde regarding this Agreement or any dispute related to this Agreement at 1-800-388

11. -3862 Monday – Friday 8AM to 6PM EST. Verde will attempt to resolve the dispute in an efficient, fair and timely manner. Verde will report the results of its investigation to Customer. If your complaint is not resolved after you have called Verde 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) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

12. **Warranty Disclaimer:** VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

14. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform caused by an event of Force Majeure. "Force Majeure" means events beyond a party's reasonable control, including, without limitation, acts of God, strikes, terrorism, wars, lightning, hurricanes, blizzards, floods, civil disturbances, shortages, unavailability of transmission facilities, and actions of any governmental authority or the Utility that materially impair a party's ability to perform.

15. **Rewards, Bonuses and/or Incentives Program Terms.** Rewards, Bonuses and/or Incentives are subject to the following terms and conditions.

For purposes of receiving any rewards, bonuses and/or incentives, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue (drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer.

Rewards, bonuses, and/or incentives are also subject to the rewards, bonuses, and/or incentives' terms and conditions stated in the offer and as may be located on our website(s) and those terms and conditions in the Terms of Service between Verde Energy and you, including, but not limited to, all terms related to dispute resolution, **in addition to the terms and conditions set forth herein**. More information on the terms and conditions of any reward, bonus, and/or incentive programs are available by calling 1-800-388-3862. Verde Energy reserves the right to disqualify any account holder from participation in rewards, bonuses and/or incentives' programs.

16. **Entire Agreement:** This Agreement sets forth the entire agreement between Customer and Verde and supersedes any oral or written statements made in connection with this Agreement. This Agreement is governed by the laws of the State of Ohio.

17. **Governing Law:** Except as provided in Paragraph 17 below, this Agreement is governed by the laws of the State of Ohio, without regard to its choice of law principles.

18. **Agreement For Mandatory Arbitration & Class Action Waiver (the "Arbitration Agreement"):**

Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of Customer's enrollment, purchase, this Agreement, or the relationship between the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The





term “Dispute” refers to any dispute, action, claim, or other controversy between the parties, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

**Informal Dispute Resolution.** Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Verde at 12140 Wickchester Ln, Ste 100, Houston TX 77079 or (2) to Customer at the postal address on file with Verde. Both Customer and Verde agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

**Right to Opt Out of this Arbitration Agreement.** Customer may opt out of this Arbitration Agreement within the first 30 days after the earlier of the first time Customer (a) enrolls and begins purchasing services from Verde; or (b) signs up for any further program or service provided by Verde. Customer may also opt out of this Arbitration Agreement within 30 days after Verde notifies Customer regarding a material change to this Arbitration Agreement. Customer may opt out by sending an email to Verde at [service@verdeenergy.com](mailto:service@verdeenergy.com) or by sending a letter to 12140 Wickchester Ln, Ste 100, Houston TX 77079. Customer should include Customer’s printed name, mailing address, and the words “Reject Arbitration.”

**How Arbitration Works.** Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) under the AAA Commercial or Consumer rules, as applicable, in effect at the time the claim is filed (“AAA Rules”). For information on how to file a claim, copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. Arbitration shall take place in the county of Customer’s residence, as determined by Customer’s mailing address on file with Verde. Verde agrees to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agrees to waive any right to recover an award of attorneys’ fees and costs against Customer. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

**Waiver of Right to Bring Class Action & Representative Claims.** All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the party’s individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

**Governing Law.** This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the claim, the laws of the State of Ohio, without regard to its choice of law principles, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this Paragraph 17 or of the arbitrator’s award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled “Waiver of Right to Bring Class Action & Representative Claims.”

**19. Privacy:** Verde’s Privacy Policy governs the way Verde uses Customer’s personal information. To review or obtain the current version of the Privacy Policy, please visit Verde’s website at [www.verdeenergy.com](http://www.verdeenergy.com); email us at [privacy@verdeenergyusa.com](mailto:privacy@verdeenergyusa.com); or write to us at Privacy Policy Coordinator, Verde Energy USA, Inc., 12140 Wickchester Ln, Ste 100, Houston TX 77079. In general, Verde uses Customer’s personal information to allow Verde to provide the products and services that Customer has chosen and to manage and develop Verde’s business and operations, including informing Customer of products and services that carefully-selected third parties offer that may be of interest to Customer. Unless Customer contacts Verde and notifies Verde otherwise, by accepting electric service from Verde Customer consents to Verde collecting, retaining, using and disclosing Customer’s personal information in accordance with the Privacy Policy.







P.O. Box 421289  
Houston, TX 77242

## Welcome to the Verde Energy Family!

>003635 00869 024 P51121



Cincinnati, OH 45215-3170



1/28/2019

Dear [REDACTED]

Thank you for signing up with Verde Energy. We look forward to providing you with 100% renewable energy at a very competitive rate.

We've received your request to start service; you will officially be switched to Verde Energy on your next meter reading. This can take your existing utility 1-2 billing cycles to complete, depending on the date you enrolled and on your next meter read date.

Once a customer, you'll enjoy the many benefits of being part of the Verde Energy family, including:

1. Dedicated customer care representatives who put you first
2. Convenient online and mobile account management services
3. Competitive plans, services and incentive programs

If you need assistance, please feel free to call our dedicated Customer Care team at 1-800-388-3862 or by email at [customercare@Verdeenergy.com](mailto:customercare@Verdeenergy.com).

We look forward to welcoming you to the Verde Energy family, where we believe in empowering what matters.

Warm Regards,

Nathan Kroeker  
CEO & President

## My Plan Details

### Account Number

[REDACTED]

### Plan

Price Lock 12

### Rate

64.95 Cents/CCF

### Term

12 Months

### Monthly Fee

\$0

### Early Termination Fee

\$0

## Start Earning Money Today!

### Refer-a-Friend and receive a \$25 credit or gift card!

Use your refer-a-friend ID JBROO20190119065123



VE WELCOME 10.17.18 English







## Terms and Conditions of Service

Verde Energy USA Ohio, LLC, OH License 13-334G(2), with a business address of 12140 Wickchester Ln, Ste 100, Houston, TX 77079 (“Verde”), will supply you (“Customer”) with natural gas in the service territory of your local natural gas company (“Utility”), subject to these Terms and Conditions of Service, which includes an agreement to ARBITRATION for any and all disputes between Customer and Verde:

1. **Price:** During the first 12 Months Verde will supply natural gas to Customer at the 100% renewable fixed Supply Rate of 64.95 Cents/CCF Plus \$0 per month. After the first 12 Months Verde will supply natural gas to Customer at a 100% renewable variable rate that may change monthly with market conditions. The rate is based upon the costs incurred by Verde to supply natural gas to Customer (including, but not limited to, the costs of procuring natural gas, capacity charges and transportation costs), which costs can fluctuate with market factors such as supply and demand, weather and changes to laws and regulations, plus Verde’s other expenses and margins. Customer shall also pay and be responsible for all other amounts related to the purchase and delivery of natural gas, including applicable taxes and service and delivery charges from the Utility. Verde will serve only the supply portion of Customer’s natural gas bill. All other services currently supplied by the Utility will continue to be supplied by the Utility. No deposit is required by Verde for service. Verde will offset 100% of the estimated amount of carbon dioxide (CO<sub>2</sub>) emissions caused by Customer’s annual natural gas usage through the use of any approved carbon offset technology, which may include purchase and retirement of renewable energy certificates (“RECs”) or attributes generated by renewable sources and/or carbon credits. Purchase and retirement of carbon offset products does not actually reduce the CO<sub>2</sub> emissions associated with Customer’s energy consumption, but helps offset the release of the applicable number of metric tons of CO<sub>2</sub> emissions elsewhere.

2. **Term:** Verde is authorized to switch Customer’s utility supplier for the supply portion of Customer’s natural gas bill. This Agreement will start when the Utility completes Customer’s enrollment with Verde. The Utility may charge switching fees to Customer under the Utility’s tariff. Customer will be responsible for the termination of any existing supplier agreement. This Agreement will continue until terminated by either Customer or Verde in accordance with this Agreement. If Customer voluntarily returns to the Utility after choosing Verde, Customer may be charged a price other than the Utility’s applicable tariff rate.

3. **Right of Rescission & Termination:** The Utility will be sending Customer a confirmation notice of the transfer of service. Residential and small commercial customers shall have the right to rescind this Agreement within 7 business days following the postmark date on the Utility’s confirmation notice by calling the Utility at the designated local or toll-free number or by written notice to the Utility. Either Verde or Customer may terminate this Agreement at any time, for any reason and without an early termination fee. Should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangements, Customer’s service may be terminated in accordance with the Utility’s tariffs and this Agreement may be automatically terminated. This Agreement automatically terminates if any of the following occurs: (1) The requested service location is not served by the Utility. (2) Customer moves outside the Utility’s service area or to an area not served by Verde. (3) Verde returns Customer to the Utility’s tariff service, provided that Verde is permitted to terminate this Agreement under the terms and conditions of this Agreement. The termination will become effective when the Utility switches Customer’s account from Verde to the new supplier selected by Customer, to the Utility or to such other default provider established for Customer’s account. Termination will not relieve Customer of any payment obligations for natural gas provided to Customer by Verde prior to termination.

4. **Billing:** Customer will continue to receive one monthly natural gas bill from the Utility. Payment is due to the Utility in accordance with its standard billing practices. Failure to pay natural gas utility charges may result in Customer being disconnected in accordance with the natural gas utility tariff. Customer has the right to request from Verde up to twenty-four months of Customer’s payment history for services rendered by Verde without charge. Verde does not support budget billing for the supply portion of the Customer’s bill.

5. **Emergency:** For any service question or in the event of an emergency, such as a power failure or a downed power line, Customer should contact Duke Energy Corporation at 800-544-6900, Dayton Power and Light Company at 800-433-8500, Ohio Power Company at 800-672-2231, The Cleveland Electric Illuminating Company at 800-589-3101, or The Toledo Edison Company at 800-447-3333



**6. Customer Relocation:** Customer has a right to terminate this Agreement without penalty in the event Customer relocates outside the service territory of the Utility or within the service territory of a Utility that does not permit portability of this Agreement.

**7. Changes to Agreement:** Verde may change, modify or amend this Agreement at any time (each a “Change”). Each Change will be made by Verde in the manner required by applicable law. Each Change will be posted on Verde's website ([www.verdeenergy.com](http://www.verdeenergy.com)), and Customer will receive individual notice of the Change if required by applicable law. Customer should review the website periodically for applicable Changes. Customer's continued use of Verde's products and services following a Change constitutes Customer's acceptance of this Agreement as so Changed.

**8. Assignment:** Customer may not assign this Agreement without Verde's written consent. Verde may assign this Agreement or the revenues or proceeds due it hereunder: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Verde's assets or business in the State of Ohio; or (d) to another supplier licensed by the Public Utilities Commission of Ohio. This Agreement is binding upon Customer and Verde, and each party's heirs, successors and permitted assigns. Verde is prohibited from disclosing Customer's social security number, account number(s), or any customer information without Customer's express written consent except in accordance with rules [4901:1-28-04](#) and [4901:1-29-09](#) of the Ohio Administrative Code.

**9. Notice:** Subject to Paragraph 7 above, any notice will be considered to have been made if mailed or emailed to the address for Customer in Verde's records.

**10. Disputes:** Customer may contact Verde regarding this Agreement or any dispute related to this Agreement at 1-800-388-3862 Monday – Friday 8AM – 6PM EST. Verde will attempt to resolve the dispute in an efficient, fair and timely manner. Verde will report the results of its investigation to Customer. If your complaint is not resolved after you have called Verde, 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) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact 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 eight a.m. to five p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**11. Warranty Disclaimer:** VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**12. LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

**13. Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform caused by an event of Force Majeure. “Force Majeure” means events beyond a party's reasonable control, including, without limitation, acts of God, strikes, terrorism, wars, lightning, hurricanes, blizzards, floods, civil disturbances, shortages, unavailability of transmission facilities, and actions of any governmental authority or the Utility that materially impair a party's ability to perform.

**14. Special Offer:** Your plan may not include incentives.

**15. Entire Agreement:** This Agreement sets forth the entire agreement between Customer and Verde and supersedes any oral or written statements made in connection with this Agreement. This Agreement is governed by the laws of the State of Ohio.

**16. Governing Law:** Except as provided in Paragraph 17 below, this Agreement is governed by the laws of the State of Ohio, without regard to its choice of law principles.

**17. Agreement For Mandatory Arbitration & Class Action Waiver (the “Arbitration Agreement”):**

Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of Customer's enrollment, purchase, this Agreement, or the relationship between the parties (“Dispute”) shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term “Dispute” refers to any dispute, action, claim, or other controversy between the parties, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.







Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Verde at 12140 Wickchester Ln, Ste 100, Houston, TX 77079 or (2) to Customer at the postal address on file with Verde. Both Customer and Verde agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Right to Opt Out of this Arbitration Agreement. Customer may opt out of this Arbitration Agreement within the first 30 days after the earlier of the first time Customer (a) enrolls and begins purchasing services from Verde; or (b) signs up for any further program or service provided by Verde. Customer may also opt out of this Arbitration Agreement within 30 days after Verde notifies Customer regarding a material change to this Arbitration Agreement. Customer may opt out by sending an email to Verde at [service@verdeenergy.com](mailto:service@verdeenergy.com) or by sending a letter to 12140 Wickchester Ln, Ste 100, Houston, TX 77079. Customer should include Customer's printed name, mailing address, and the words "Reject Arbitration."

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") under the AAA Commercial or Consumer rules, as applicable, in effect at the time the claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. Arbitration shall take place in the county of Customer's residence, as determined by Customer's mailing address on file with Verde. Verde agrees to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agrees to waive any right to recover an award of attorneys' fees and costs against Customer. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the claim, the laws of the State of Ohio, without regard to its choice of law principles, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this Paragraph 17 or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

18. **Privacy:** Verde's Privacy Policy governs the way Verde uses Customer's personal information. To review or obtain the current version of the Privacy Policy, please visit Verde's website at [www.verdeenergy.com](http://www.verdeenergy.com); email us at [privacy@verdeenergyusa.com](mailto:privacy@verdeenergyusa.com); or write to us at Privacy Policy Coordinator, Verde Energy USA, Inc., 12140 Wickchester Ln, Ste 100, Houston, TX 77079. In general, Verde uses Customer's personal information to allow Verde to provide the products and services that Customer has chosen and to manage and develop Verde's business and operations, including informing Customer of products and services that carefully-selected third parties offer that may be of interest to Customer. Unless Customer contacts Verde and notifies Verde otherwise, by accepting natural gas service from Verde Customer consents to Verde collecting, retaining, using and disclosing Customer's personal information in accordance with the Privacy Policy.





Account Number [REDACTED]

10 09

For less detailed billing information on  
your monthly bill, check box on right☐

Due Date	Amount Due
Jan 3, 2019	\$ 196.97

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
HeatShare Contribution      Amount Enclosed  
(for Customer Assistance)



PO Box 1326  
Charlotte NC 28201-1326

400 00000196975 85800231456 010320194 00000199869

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Name /Service Address	For Inquiries Call	Account Number
[REDACTED]	Duke Energy 1-800-544-6900	[REDACTED]

Mail Payments To	Account Information
PO Box 1326 Charlotte NC 28201-1326	Payments after Dec 12 not included Last payment received Dec 03 Bill prepared on Dec 12, 2018 Next meter reading Jan 04, 2019

Meter	Number	Reading Date From	To	Days	Meter Reading Previous	Present	Usage
Gas	[REDACTED]	Oct 31	Dec 03	33	75	76	1
Elec	[REDACTED]	Oct 31	Dec 03	33	37183	37614	431

Gas - Residential	
Usage -	1 CCF
Duke Energy - Rate RS	\$ 41.06
<b>Current Gas Charges</b>	<b>\$ 41.06</b>
Gas Cost Recovery \$0.41903560/CCF	

Current Billing	
Amt Due - Previous Bill	\$ 224.16
Payment(s) Received	126.05cr
Late Payment Charge(s)	1.41
<b>Balance Forward</b>	<b>99.52</b>
Current Gas Charges	41.06
Current Electric Charges	56.39
<b>Current Amount Due</b>	<b>\$ 196.97</b>

Electric - Residential	
Usage -	431 kWh
Duke Energy - Rate RS	\$ 56.39
<b>Current Electric Charges</b>	<b>\$ 56.39</b>

Our community is stronger when neighbors help neighbors. Help a neighbor in need stay warm this winter with a contribution to HeatShare. To donate, see the enclosed bill insert or go to [duke-energy.com/donate](http://duke-energy.com/donate).

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4190356 per CCF, which includes a base GCR of \$0.3995 and Ohio excise tax of \$0.0195356.

Due Date	Amount Due	After Jan 3, 2019
Jan 3, 2019	\$ 196.97	\$ 199.86

The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$1.18. Peak Demand Reduction = \$0.30. and Renewable Energy = \$0.31.

Explanation of Current Charges			
<b>Gas</b> Meter - <span style="background-color: black; color: black;">XXXXXXXXXX</span> CCF Usage - 1 Oct 31 - Dec 03 33 Days	<b>Duke Energy</b> Rate RS - Residential Service		
	Fixed Delivery Service Charge	\$ 33.03	
	Usage-Based Charge		
	1 CCF @ \$ 0.03272800	0.03	
	Gas Delivery Riders	7.58	
	Gas Cost Recovery		
	1 CCF @ \$ 0.41903560	0.42	\$ 41.06
Total Current Gas Charges			\$ 41.06
<b>Electric</b> Meter - <span style="background-color: black; color: black;">XXXXXXXXXX</span> kWh Usage - 431 Oct 31 - Dec 03 33 Days	<b>Duke Energy</b> Rate RS - Residential Svc-Winter		
	Distribution-Customer Chg	\$ 6.00	
	Delivery Charges		
	Distribution-Energy Chg		
	431 kWh @ \$ 0.02534200	10.92	
	Delivery Riders	13.67	
	Total Delivery Charges	\$ 24.59	
	Generation Riders	0.37	
	Generation Charges		
	Rider RC	8.95	
	Rider RE	17.14	
	Rider AERR	0.13	
	Rider SCR	0.79cr	
Total Generation Charges	\$ 25.43	56.39	
Total Current Electric Charges			\$ 56.39

Month	Cases
D	2
J	1
F	2
M	1
A	1
M	1
J	2
J	0
A	1
S	1
O	0
N	1
D	1

Month	Number of Cases
D	180
J	500
F	600
M	720
A	500
M	400
J	580
J	660
A	740
S	690
O	640
N	350
D	400

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Gas	2	1	2	1	1	1	2	0	1	1	0	1	
Electric	221	540	648	754	545	434	615	702	771	739	689	381	43

## DISCONNECT NOTICE

Account Number [REDACTED] 10 09

For less detailed billing information on  
your monthly bill, check box on right☐

Due Date	Amount Due
Feb 6, 2019	\$ 289.66

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
HeatShare Contribution Amount Enclosed  
(for Customer Assistance)

PO Box 1327  
Charlotte NC 28201-1327

410 00000289663 85800231456 020620196 00000293946

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
[REDACTED]	Duke Energy 1-800-544-6900	[REDACTED]

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Jan 15 not included Bill prepared on Jan 15, 2019 Next meter reading Feb 04, 2019

\*\*\* DISCONNECT NOTICE \*\*\* \*\*\* DISCONNECT NOTICE \*\*\* \*\*\* DISCONNECT NOTICE  
\*\*\* IMPORTANT: Your service may be disconnected if your past due amount of \$192.97 is not paid by  
01/30/2019. A reconnection charge will be required. In addition, a service deposit may be required; if so,  
payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services by requesting a separation  
of service and paying for the past due amount of either gas or electric charges. Please contact us at the  
number shown above to request a separation of service option.

Meter	Number	Reading Date From To	Days	Meter Reading Previous Present	Usage	
Gas		Dec 03 Jan 04	32	76	78	2
Elec		Dec 03 Jan 04	32	37614	37974	360

Gas - Residential	Current Billing
Usage - 2 CCF	Amt Due - Previous Bill \$ 196.97
Duke Energy - Rate RS \$ 41.61	Late Payment Charge(s) 2.89
<b>Current Gas Charges \$ 41.61</b>	<b>Balance Forward 199.86</b>
Gas Cost Recovery \$0.44788030/CCF	Current Gas Charges 41.61
	Current Electric Charges 48.19
	<b>Current Amount Due \$ 289.66</b>

## DISCONNECT NOTICE

Due Date	Amount Due	After Feb 6, 2019
Feb 6, 2019	\$ 289.66	\$ 293.94

Name	Service Address	Account Number
[REDACTED]	[REDACTED]	[REDACTED]

Electric - Residential		
Usage -	326 kWh	
Duke Energy - Rate RS		\$ 43.91
Usage -	34 kWh	
Duke Energy - Rate RS		4.28
<b>Current Electric Charges</b>		<b>\$ 48.19</b>
Old Rate Effective Dec 03 To Jan 01		
New Rate Effective Jan 01 To Jan 04		

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4478803 per CCF, which includes a base GCR of \$0.4270000 and Ohio excise tax of \$0.0208803.

In Case No.17-32-EL-AIR, the PUCO approved changes to the base distribution rates. Pursuant to state law, the Universal Service Fund rider (Rider USF) has been adjusted. In Case No.17-1263-EL-SSO, the PUCO approved adjustments to Rider AER-R (Alternative Energy Recovery), Rider DCI (Distribution Capital Investment), and Rider SCR (Supplier Cost Reconciliation). In Case No.18-1043-EL-UEx and 18-1042-EL-UEx, the PUCO approved adjustments to Riders UE-ED and UE-GEN (Uncollectible Expense Riders). Overall, a typical residential customer using 1,000 kWh per month will see a decrease of approximately \$1.25 or (1.1%) per month effective January 2019.

**PRICE TO COMPARE:** In order for you to save money, an electric supplier must offer you a price lower than 5.77 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$0.99. Peak Demand Reduction = \$0.25. and Renewable Energy = \$0.26.

Explanation of Current Charges			
<b>Gas</b>	<b>Duke Energy</b>		
Meter - [REDACTED]	Rate RS - Residential Service		
CCF Usage - 2	Fixed Delivery Service Charge	\$ 33.03	
Dec 03 - Jan 04	Usage-Based Charge		
32 Days	2 CCF @ \$ 0.03272800	0.07	
	Gas Delivery Riders	7.61	
	Gas Cost Recovery		
	2 CCF @ \$ 0.44788030	0.90	\$ 41.61
	<b>Total Current Gas Charges</b>		<b>\$ 41.61</b>

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
Gas	1	2	1	1	1	2	0	1	1	0	1	1	1
Electric	540	648	754	545	434	615	702	771	739	689	381	431	361



## DISCONNECT NOTICE

Account Number [REDACTED] 10 03

For less detailed billing information on  
your monthly bill, check box on right☐

Due Date	Amount Due
Feb 27, 2018	\$ 232.21

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
HeatShare Contribution Amount Enclosed  
(for Customer Assistance)

PO Box 1327  
Charlotte NC 28201-1327

410 00000232211 85800231456 022720180 00000235695

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
[REDACTED] Duke Energy	1-800-544-6900	[REDACTED]

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Feb 05 not included Bill prepared on Feb 05, 2018 Next meter reading Mar 05, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$108.05 is not paid by 02/20/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading Date		Days	Meter Reading		Usage
		From	To		Previous	Present	
Gas		Jan 04	Feb 02	29	65	67	2
Elec		Jan 04	Feb 02	29	30905	31553	648

Gas - Residential	
Usage -	2 CCF
Duke Energy - Rate RS	\$ 42.34
<b>Current Gas Charges</b>	<b>\$ 42.34</b>
Gas Cost Recovery \$0.49308790/CCF	

Electric - Residential	
Usage -	648 kWh
Duke Energy - Rate RS	\$ 80.20
<b>Current Electric Charges</b>	<b>\$ 80.20</b>

Current Billing	
Amt Due - Previous Bill	\$ 108.05
Late Payment Charge(s)	1.62
<b>Balance Forward</b>	<b>109.67</b>
Current Gas Charges	42.34
Current Electric Charges	80.20
<b>Current Amount Due</b>	<b>\$ 232.21</b>

## DISCONNECT NOTICE

Due Date	Amount Due	After Feb 27, 2018
Feb 27, 2018	\$ 232.21	\$ 235.69

Name	Service Address	Account Number
[REDACTED]	[REDACTED]	[REDACTED]

A free home energy assessment can reveal hidden energy wasters and help you lower your bill. Eligible homeowners can get a free in-home analysis plus a free energy savings kit with LEDs and more. Sign up at [duke-energy.com/HouseCall](http://duke-energy.com/HouseCall).

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4930879 per CCF, which includes a base GCR of \$0.4701000 and Ohio excise tax of \$0.0229879.

**PRICE TO COMPARE:** In order for you to save money, an electric supplier must offer you a price lower than 6.05 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

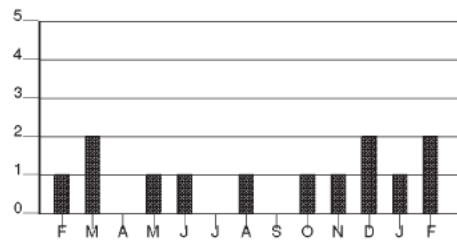
The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$1.78. Peak Demand Reduction = \$0.45. and Renewable Energy = \$0.46.

Explanation of Current Charges		
<b>Gas</b>	<b>Duke Energy</b>	
Meter - [REDACTED]	Rate RS - Residential Service	
CCF Usage - 2	Fixed Delivery Service Charge	\$ 33.03
Jan 04 - Feb 02	Usage-Based Charge	
29 Days	2 CCF @ \$ 0.03272800	0.07
	Gas Delivery Riders	8.25
	Gas Cost Recovery	
	2 CCF @ \$ 0.49308790	0.99
		\$ 42.34
	<b>Total Current Gas Charges</b>	<b>\$ 42.34</b>
<b>Electric</b>	<b>Duke Energy</b>	
Meter - [REDACTED]	Rate RS - Residential Svc-Winter	
kWh Usage - 648	Distribution-Customer Chg	\$ 6.00
Jan 04 - Feb 02	Delivery Charges	
29 Days	Distribution-Energy Chg	
	648 kWh @ \$ 0.02534200	16.42
	Delivery Riders	18.02
	Total Delivery Charges	\$ 34.44
	Generation Riders	0.56
	Generation Charges	
	Rider RC	11.59
	Rider RE	28.74
	Rider AERR	0.38
	Rider SCR	1.51cr
	Total Generation Charges	\$ 39.20
		80.20
	<b>Total Current Electric Charges</b>	<b>\$ 80.20</b>

Name	Service Address	Account Number

CCF

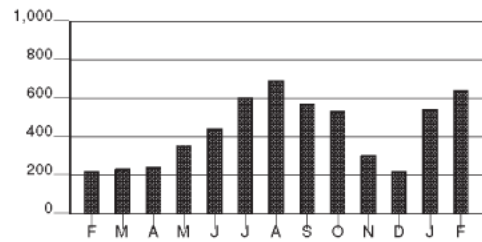
Gas Usage



Calculations based on most recent 12 month history  
 Total Usage 12  
 Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
 Total Usage 5,416  
 Average Usage 451

	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Gas	1	2	0	1	1	0	1	0	1	1	2	1	2
Electric	222	236	247	357	448	602	694	575	539	309	221	540	648



Account Number

10 09

Due Date

Mar 7, 2019

Amount Due

\$ 198.52

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
 HeatShare Contribution Amount Enclosed  
 (for Customer Assistance)

PO Box 1326  
 Charlotte NC 28201-1326

400 00000198528 85800231456 030720199 00000201448

Page 1 of 2

Name /Service Address	For Inquiries Call	Account Number
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Duke Energy

1-800-544-6900

## Mail Payments To

## Account Information

PO Box 1326  
 Charlotte NC 28201-1326

Payments after Feb 13 not included  
 Last payment received Feb 04

Bill prepared on Feb 13, 2019  
 Next meter reading Mar 05, 2019

Meter	Number	Reading Date From	Reading Date To	Days	Meter Reading Previous	Meter Reading Present	Usage
Gas		Jan 04	Feb 04	31	78	79	1
Elec		Jan 04	Feb 04	31	37974	38528	554

## Gas - Residential

Usage - 1 CCF  
 Duke Energy - Rate RS \$ 41.02  
**Current Gas Charges \$ 41.02**  
 Gas Cost Recovery \$0.37592580/CCF

## Current Billing

Amt Due - Previous Bill \$ 289.66  
 Payment(s) Received 200.00cr  
 Late Payment Charge(s) 1.28  
**Balance Forward 90.94**  
 Current Gas Charges 41.02  
 Current Electric Charges 66.56  
**Current Amount Due \$ 198.52**

## Electric - Residential

Usage - 554 kWh  
 Duke Energy - Rate RS \$ 66.56  
**Current Electric Charges \$ 66.56**

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.3759258 per CCF, which includes a base GCR of \$0.3584000 and Ohio excise tax of \$0.0175258.

PRICE TO COMPARE: In order for you to save money, an electric supplier must offer you a price lower than 5.77 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

Due Date

Mar 7, 2019

Amount Due

\$ 198.52

After  
Mar 7, 2019

\$ 201.44

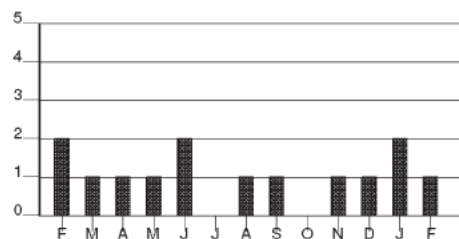
Name	Service Address	Account Number

The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$1.53. Peak Demand Reduction = \$0.38. and Renewable Energy = \$0.40.

Explanation of Current Charges		
<b>Gas</b> Meter - <span style="background-color: black; color: black;">[REDACTED]</span> CCF Usage - 1 Jan 04 - Feb 04 31 Days	<b>Duke Energy</b> Rate RS - Residential Service Fixed Delivery Service Charge \$ 33.03 Usage-Based Charge 1 CCF @ \$ 0.03272800 0.03 Gas Delivery Riders 7.58 Gas Cost Recovery 1 CCF @ \$ 0.37592580 0.38 <b>Total Current Gas Charges</b>	\$ 41.02 <b>\$ 41.02</b>
<b>Electric</b> Meter - <span style="background-color: black; color: black;">[REDACTED]</span> kWh Usage - 554 Jan 04 - Feb 04 31 Days	<b>Duke Energy</b> Rate RS - Residential Svc-Winter Distribution-Customer Chg \$ 6.00 Delivery Charges Distribution-Energy Chg 554 kWh @ \$ 0.03148200 17.44 Delivery Riders 10.76 Total Delivery Charges \$ 28.20 Generation Riders 0.38 Generation Charges Rider RC 11.51 Rider RE 22.03 Rider AERR 0.22 Rider SCR 1.78cr Total Generation Charges \$ 31.98 <b>Total Current Electric Charges</b>	66.56 <b>\$ 66.56</b>

CCF

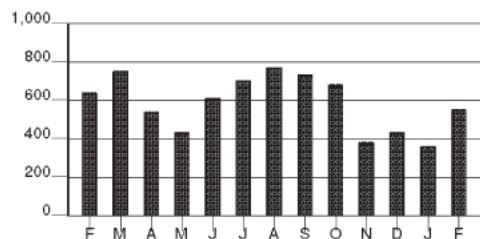
Gas Usage



Calculations based on most recent 12 month history  
 Total Usage 12  
 Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
 Total Usage 6,975  
 Average Usage 581

	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Gas	2	1	1	1	2	0	1	1	0	1	1	2	1
Electric	648	754	545	434	615	702	771	739	689	381	431	360	554

## DISCONNECT NOTICE

Account Number

10 03

Due Date	Amount Due
Mar 28, 2018	\$ 257.20

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
 HeatShare Contribution Amount Enclosed  
 (for Customer Assistance)

PO Box 1327  
 Charlotte NC 28201-1327

410 00000257206 85800231456 032820182 00000261068

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
[REDACTED]	Duke Energy 1-800-544-6900	[REDACTED]

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Mar 06 not included Last payment received Feb 26 Bill prepared on Mar 06, 2018 Next meter reading Apr 04, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$122.21 is not paid by 03/21/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading Date From To	Days	Meter Reading Previous	Present	Usage
Gas	[REDACTED]	Feb 02 Mar 05	31	67	68	1
Elec	[REDACTED]	Feb 02 Mar 05	31	31553	32307	754

Gas - Residential	Current Billing
Usage - 1 CCF	Amt Due - Previous Bill \$ 232.21
Duke Energy - Rate RS \$ 41.76	Payment(s) Received 110.00cr
<b>Current Gas Charges \$ 41.76</b>	Late Payment Charge(s) 1.83
Gas Cost Recovery \$0.45994270/CCF	<b>Balance Forward 124.04</b>
	Current Gas Charges 41.76
	Current Electric Charges 91.40
	<b>Current Amount Due \$ 257.20</b>
Electric - Residential	
Usage - 754 kWh	
Duke Energy - Rate RS \$ 91.40	
<b>Current Electric Charges \$ 91.40</b>	

## DISCONNECT NOTICE

Due Date	Amount Due	After Mar 28, 2018
Mar 28, 2018	\$ 257.20	\$ 261.06

Name	Service Address	Account Number

Important power line safety reminder. Stay away from power lines. Do not work near overhead lines. Always assume that downed lines are energized and dangerous. Report downed power lines to Duke Energy immediately by calling 1-800-543-5599.

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4599427 per CCF, which includes a base GCR of \$0.4385000 and Ohio excise tax of \$0.0214427.

PRICE TO COMPARE: In order for you to save money, an electric supplier must offer you a price lower than 6.05 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

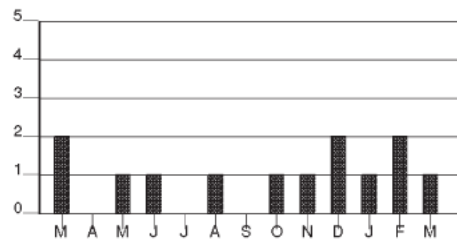
The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$2.08. Peak Demand Reduction = \$0.52. and Renewable Energy = \$0.54.

Explanation of Current Charges		
<b>Gas</b> Meter - <span style="background-color: black; color: black;">                    </span> CCF Usage - 1 Feb 02 - Mar 05 31 Days	<b>Duke Energy</b>	
	Rate RS - Residential Service	
	Fixed Delivery Service Charge	\$ 33.03
	Usage-Based Charge	
	1 CCF @ \$ 0.03272800	0.03
	Gas Delivery Riders	8.24
	Gas Cost Recovery	
	1 CCF @ \$ 0.45994270	0.46
		\$ 41.76
	<b>Total Current Gas Charges</b>	<b>\$ 41.76</b>
<b>Electric</b> Meter - <span style="background-color: black; color: black;">                    </span> kWh Usage - 754 Feb 02 - Mar 05 31 Days	<b>Duke Energy</b>	
	Rate RS - Residential Svc-Winter	
	Distribution-Customer Chg	\$ 6.00
	Delivery Charges	
	Distribution-Energy Chg	
	754 kWh @ \$ 0.02534200	19.11
	Delivery Riders	20.04
	Total Delivery Charges	\$ 39.15
	Generation Riders	0.65
	Generation Charges	
	Rider RC	13.48
	Rider RE	33.44
	Rider AERR	0.44
	Rider SCR	1.76cr
	Total Generation Charges	\$ 45.60
		91.40
	<b>Total Current Electric Charges</b>	<b>\$ 91.40</b>

Name	Service Address	Account Number

CCF

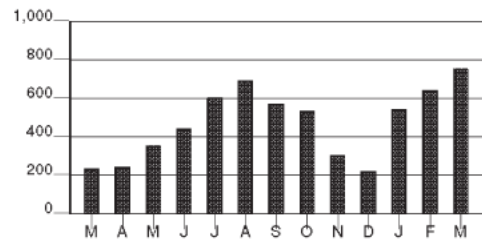
Gas Usage



Calculations based on most recent 12 month history  
 Total Usage 11  
 Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
 Total Usage 5,934  
 Average Usage 495

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
Gas	2	0	1	1	0	1	0	1	1	2	1	2	1
Electric	236	247	357	448	602	694	575	539	309	221	540	648	754

## DISCONNECT NOTICE

Account Number [REDACTED]

10 03

Due Date	Amount Due
Apr 27, 2018	\$ 243.89

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
 HeatShare Contribution Amount Enclosed  
 (for Customer Assistance)

PO Box 1327  
 Charlotte NC 28201-1327

410 00000243892 85800231456 042720186 00000247553

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
[REDACTED]	Duke Energy 1-800-544-6900	[REDACTED]

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Apr 05 not included Last payment received Mar 15 Bill prepared on Apr 05, 2018 Next meter reading May 03, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$132.20 is not paid by 04/20/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading Date From	Reading Date To	Days	Meter Reading Previous	Meter Reading Present	Usage
Gas	[REDACTED]	Mar 05	Apr 04	30	68	69	1
Elec	[REDACTED]	Mar 05	Apr 04	30	32307	32852	545

Gas - Residential	Current Billing
Usage - 1 CCF	Amt Due - Previous Bill \$ 257.20
Duke Energy - Rate RS \$ 41.55	Payment(s) Received 125.00cr
Current Gas Charges \$ 41.55	Late Payment Charge(s) 1.98
Gas Cost Recovery \$0.44756560/CCF	Balance Forward 134.18
	Current Gas Charges 41.55
	Current Electric Charges 68.16
	Current Amount Due \$ 243.89
Electric - Residential	
Usage - 545 kWh	
Duke Energy - Rate RS \$ 68.16	
Current Electric Charges \$ 68.16	

## DISCONNECT NOTICE

Due Date	Amount Due	After Apr 27, 2018
Apr 27, 2018	\$ 243.89	\$ 247.55



Name	Service Address	Account Number

Know what is below. Call before you dig. Always call 811 before you dig, it is the law. Making this free call at least two business days before you dig gets utility lines marked and helps protect you from injury and expense. Call 811 or visit [kentucky811.org](http://kentucky811.org).

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4475656 per CCF, which includes a base GCR of \$0.4267000 and Ohio excise tax of \$0.0208656.

In Case No. 17-690-GA-RDR, the PUCO approved an adjustment to Rider AU, Advanced Utility Rider effective April 2018. This change results in a decrease of \$0.19 per month to your bill.

Per the Electric Security Plan approved in Case No. 14-841-EL-SSO, the PUCO approved adjustments to Rider AER-R (Alternative Energy Recovery), Rider DCI (Distribution Capital Investment), and Rider SCR (Supplier Cost Reconciliation). In Case No. 17-1403-EL-RDR, the PUCO approved an adjustment to Rider DR-IM, Infrastructure Modernization Rider (part of the Delivery Riders). Overall, a typical residential customer using 1,000 kWh per month will see a decrease of approximately \$1.34 or (1.2%) per month effective April 2018.

**PRICE TO COMPARE:** In order for you to save money, an electric supplier must offer you a price lower than 6.07 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

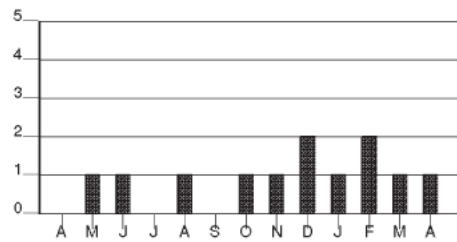
The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$1.50. Peak Demand Reduction = \$0.38. and Renewable Energy = \$0.39.

Explanation of Current Charges		
<b>Gas</b>	<b>Duke Energy</b>	
Meter -	Rate RS - Residential Service	
CCF Usage - 1	Fixed Delivery Service Charge	\$ 33.03
Mar 05 - Apr 04	Usage-Based Charge	
30 Days	1 CCF @ \$ 0.03272800	0.03
	Gas Delivery Riders	8.04
	Gas Cost Recovery	
	1 CCF @ \$ 0.44756560	0.45
		\$ 41.55
	<b>Total Current Gas Charges</b>	<b>\$ 41.55</b>
<b>Electric</b>	<b>Duke Energy</b>	
Meter -	Rate RS - Residential Svc-Winter	
kWh Usage - 545	Distribution-Customer Chg	\$ 6.00
Mar 05 - Apr 04	Delivery Charges	
30 Days	Distribution-Energy Chg	
	545 kWh @ \$ 0.02534200	13.81
	Delivery Riders	14.82
	Total Delivery Charges	\$ 28.63
	Generation Riders	0.47
	Generation Charges	
	Rider RC	9.75
	Rider RE	24.17
	Rider AERR	0.48
	Rider SCR	1.34cr
	Total Generation Charges	\$ 33.06
		68.16
	<b>Total Current Electric Charges</b>	<b>\$ 68.16</b>

Name	Service Address	Account Number

CCF

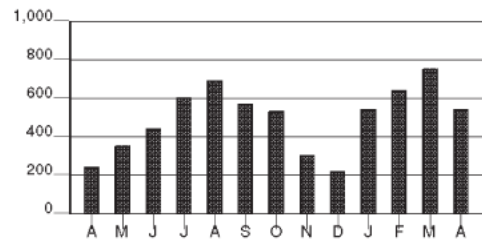
Gas Usage



Calculations based on most recent 12 month history  
 Total Usage 12  
 Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
 Total Usage 6,232  
 Average Usage 519

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Gas	0	1	1	0	1	0	1	1	2	1	2	1	1
Electric	247	357	448	602	694	575	539	309	221	540	648	754	545



## DISCONNECT NOTICE

Account Number

10 03

Due Date	Amount Due
May 29, 2018	\$ 221.31

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
 HeatShare Contribution Amount Enclosed  
 (for Customer Assistance)

PO Box 1327  
 Charlotte NC 28201-1327

410 00000221317 85800231456 052920183 00000224634

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
	<b>Duke Energy</b> <b>1-800-544-6900</b> Frontier Utilities NE 1-877-636-3450 Frontier Utilities NE 1-877-636-3450	

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after May 07 not included Last payment received May 03 Bill prepared on May 07, 2018 Next meter reading Jun 04, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$108.89 is not paid by 05/22/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading Date		Days	Meter Reading		Usage
		From	To		Previous	Present	
Gas		Apr 04	May 03	29	69	70	1
Elec		Apr 04	May 03	29	32852	33286	434

Gas - Residential	
Usage -	1 CCF
Duke Energy - Rate FTRS	\$ 40.64
Frontier - Rate FP01	0.67
Utilities NE	
<b>Current Gas Charges</b>	<b>\$ 41.31</b>

Electric - Residential	
Usage -	434 kWh
Duke Energy - Rate RS	\$ 30.19
<b>Current Electric Charges</b>	<b>\$ 30.19</b>

Current Billing	
Amt Due - Previous Bill	\$ 243.89
Payment(s) Received	135.00cr
Late Payment Charge(s)	1.63
<b>Balance Forward</b>	<b>110.52</b>
Current Gas Charges	41.31
Current Electric Charges	30.19
Current Elec Supplier Chg	39.24
Taxes	0.05
<b>Current Amount Due</b>	<b>\$ 221.31</b>

## DISCONNECT NOTICE

Due Date	Amount Due	After May 29, 2018
May 29, 2018	\$ 221.31	\$ 224.63

Name	Service Address	Account Number
[REDACTED]	[REDACTED]	[REDACTED]

Taxes	
Taxes	\$ 0.05

A free home energy assessment can reveal hidden energy wasters and help you lower your bill. Eligible homeowners can get a free in-home analysis plus a free energy savings kit with LEDs and more. Sign up at [duke-energy.com/HouseCall](http://duke-energy.com/HouseCall).

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4566911 per CCF, which includes a base GCR of \$0.4354000 and Ohio excise tax of \$0.0212911.

In Case No. 17-2318-GA-RDR, the PUCO approved a change to Rider AMRP, Accelerated Main Replacement Program. This change results in a decrease of \$0.43 per month to your bill.

Your Electric Supplier Charges of \$39.24 were calculated by your Electric Supplier. For your convenience, an Explanation of Electric Supplier Charges is included in the detail section of this bill.

If you have any questions about electric supplier service received from Frontier Utilities NE, please call them at 1-877-636-3450 or write to: 5120 Woodway Drive Suite 10015 Houston, TX 77056

The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$1.19. Peak Demand Reduction = \$0.30. and Renewable Energy = \$0.31.

PRICE TO COMPARE: In order for you to save money, an electric supplier must offer you a price lower than 6.06 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

If you have any questions about gas supplier service received from Frontier Utilities NE, please call them at 1-877-636-3450 or write to: 5120 Woodway Drive Suite 10015 Houston, TX 77056

Explanation of Current Charges			
<b>Gas</b>			
Meter - [REDACTED]	<b>Duke Energy</b>		
CCF Usage - 1	Rate FTRS - Res Transportation		
Apr 04 - May 03	Fixed Delivery Service Charge	\$ 33.03	
29 Days	Usage-Based Charge		
	1 CCF @ \$ 0.03272800	0.03	
	Gas Delivery Riders	7.58	
	Applicable Surcharge		
	1 CCF @ \$ 0.00414100cr	0.00	\$ 40.64
	<b>Frontier Utilities NE</b>		
	Rate FP01 - Frontier Utilities NE		
	Gas Supplier Energy Chg		
	1 CCF @ \$ 0.66900000	\$ 0.67	0.67
	<b>Total Current Gas Charges</b>		<b>\$ 41.31</b>

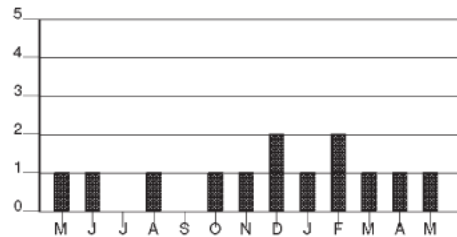
Name	Service Address	Account Number
<b>Electric</b> Meter - <span style="background-color: black; color: black;">[REDACTED]</span> kWh Usage - 434 Apr 04 - May 03 29 Days	<b>Duke Energy</b> Rate RS - Residential Svc-Winter Distribution-Customer Chg \$ 6.00 Delivery Charges Distribution-Energy Chg 434 kWh @ \$ 0.02534200 11.00 Delivery Riders 12.82 Total Delivery Charges \$ 23.82 Generation Riders 0.37	30.19  <b>\$ 30.19</b>
<b>Total Current Electric Charges</b>		<b>\$ 30.19</b>

Explanation of Taxes		
<b>Taxes</b>	Tax on Gas Supplier Energy Chg \$ 0.05	\$ 0.05
	<b>Total Taxes</b>	<b>\$ 0.05</b>

Explanation of Electric Supplier Charges		
<b>Supplier Charges</b>	<b>Frontier Utilities NE</b> Apr 04 - May 03 ENERGY CHARGE:434 KWH @ \$0.079 \$ 34.29 ADJUSTMENT 4.95	\$ 39.24  <b>\$ 39.24</b>
	<b>Total Electric Supplier Charges</b>	<b>\$ 39.24</b>

CCF

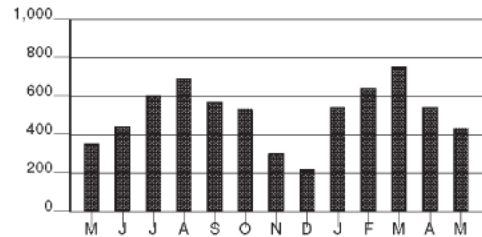
Gas Usage



Calculations based on most recent 12 month history  
 Total Usage 12  
 Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
 Total Usage 6,309  
 Average Usage 526

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Gas	1	1	0	1	0	1	1	2	1	2	1	1	1
Electric	357	448	602	694	575	539	309	221	540	648	754	545	434

## DISCONNECT NOTICE

Account Number

10 03

Due Date	Amount Due
Jun 29, 2018	\$ 249.37

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
 HeatShare Contribution Amount Enclosed  
 (for Customer Assistance)

PO Box 1327  
 Charlotte NC 28201-1327

410 00000249378 85800231456 062920181 00000253111

## DISCONNECT NOTICE

Page 1 of 4

Name /Service Address	For Inquiries Call	Account Number
	<b>Duke Energy</b> <b>1-800-544-6900</b> Frontier Utilities NE 1-877-636-3450 Frontier Utilities NE 1-877-636-3450	

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Jun 07 not included Last payment received Jun 07 Bill prepared on Jun 07, 2018 Next meter reading Jul 03, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$111.31 is not paid by 06/22/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading From	Date To	Days	Meter Reading Previous	Present	Usage
Gas		May 03	Jun 04	32	70	72	2
Elec		May 03	Jun 04	32	33286	33901	615

Gas - Residential	Current Billing
Usage - 2 CCF	Amt Due - Previous Bill \$ 221.31
Duke Energy - Rate FTRS \$ 40.69	Payment(s) Received 110.00cr
Frontier - Rate FP01 1.34	Late Payment Charge(s) 3.32
Utilities NE	<b>Balance Forward 114.63</b>
<b>Current Gas Charges \$ 42.03</b>	Current Gas Charges 42.03
	Current Electric Charges 39.08
	Current Elec Supplier Chg 53.54
	Taxes 0.09
	<b>Current Amount Due \$ 249.37</b>

## DISCONNECT NOTICE

Due Date	Amount Due	After Jun 29, 2018
Jun 29, 2018	\$ 249.37	\$ 253.11

Name	Service Address	Account Number
[REDACTED]	[REDACTED]	[REDACTED]

Electric - Residential		
Usage -	538 kWh	
Duke Energy - Rate RS		\$ 34.18
Usage -	77 kWh	
Duke Energy - Rate RS		4.90
<b>Current Electric Charges</b>		<b>\$ 39.08</b>
Old Rate Effective May 03 To May 31		
New Rate Effective May 31 To Jun 04		

Taxes	
<b>Taxes</b>	<b>\$ 0.09</b>

In Case No. 14-841-EL-SSO, the PUCO approved Duke's Electric Security Plan, which requires Duke to hold auctions to determine the rates for electric generation. As a result of the auctions, Standard Service Offer generation rates will change effective June 1, 2018. A typical residential customer using 1,000 kWh per month will see a decrease of approximately \$1.70 or (1.5)%.

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4365522 per CCF, which includes a base GCR of \$0.4162000 and Ohio excise tax of \$0.0203522.

Your Electric Supplier Charges of \$53.54 were calculated by your Electric Supplier. For your convenience, an Explanation of Electric Supplier Charges is included in the detail section of this bill.

If you have any questions about electric supplier service received from Frontier Utilities NE, please call them at 1-877-636-3450 or write to: 5120 Woodway Drive Suite 10015 Houston, TX 77056

The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$1.70. Peak Demand Reduction = \$0.42. and Renewable Energy = \$0.44.

PRICE TO COMPARE: In order for you to save money, an electric supplier must offer you a price lower than 6.04 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

If you have any questions about gas supplier service received from Frontier Utilities NE, please call them at 1-877-636-3450 or write to: 5120 Woodway Drive Suite 10015 Houston, TX 77056

Explanation of Current Charges			
<b>Gas</b> Meter - [REDACTED] CCF Usage - 2 May 03 - Jun 04 32 Days	<b>Duke Energy</b>		
	Rate FTRS - Res Transportation		
	Fixed Delivery Service Charge	\$ 33.03	
	Usage-Based Charge		
	2 CCF @ \$ 0.03272800	0.07	
	Gas Delivery Riders	7.60	
	Applicable Surcharge		
	2 CCF @ \$ 0.00414100cr	0.01cr	\$ 40.69
	<b>Frontier Utilities NE</b>		
	Rate FP01 - Frontier Utilities NE		
	Gas Supplier Energy Chg		
	2 CCF @ \$ 0.66900000	\$ 1.34	1.34
<b>Total Current Gas Charges</b>			<b>\$ 42.03</b>



Name		Service Address	Account Number
[REDACTED]		[REDACTED]	[REDACTED]
Electric Meter - [REDACTED] kWh Usage - 615 May 03 - Jun 04 32 Days	<b>Duke Energy</b> Rate RS - Residential Svc-Summer		
	Old Rate Effective May 03 To May 31		
	Distribution-Customer Chg	\$ 5.25	
	Delivery Charges		
	Distribution-Energy Chg		
	538 kWh @ \$ 0.02534200	13.63	
	Delivery Riders	14.84	
	Total Delivery Charges	\$ 28.47	
	Generation Riders	0.46	34.18
	<b>Duke Energy</b> Rate RS - Residential Svc-Summer		
	New Rate Effective May 31 To Jun 04		
	Distribution-Customer Chg	\$ 0.75	
	Delivery Charges		
	Distribution-Energy Chg		
	77 kWh @ \$ 0.02534200	1.95	
	Delivery Riders	2.13	
	Total Delivery Charges	\$ 4.08	
	Generation Riders	0.07	4.90
<b>Total Current Electric Charges</b>			<b>\$ 39.08</b>

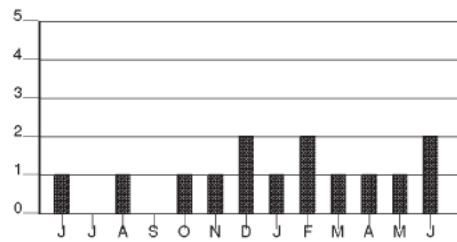
Explanation of Taxes		
Taxes	Tax on Gas Supplier Energy Chg	\$ 0.09
		\$ 0.09
	<b>Total Taxes</b>	<b>\$ 0.09</b>

Explanation of Electric Supplier Charges		
Supplier Charges	<b>Frontier Utilities NE</b>	
	May 03 - Jun 04	
	ADJUSTMENT	\$ 4.95
	ENERGY CHARGE:615 KWH @ \$0.079	48.59
<b>Total Electric Supplier Charges</b>		<b>\$ 53.54</b>

Name	Service Address	Account Number
[REDACTED]	[REDACTED]	[REDACTED]

CCF

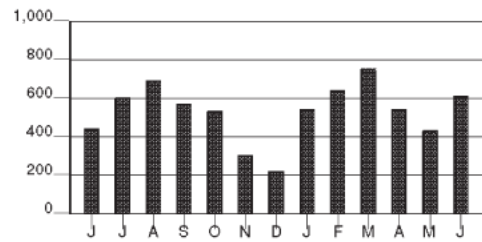
Gas Usage



Calculations based on most recent 12 month history  
 Total Usage 13  
 Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
 Total Usage 6,476  
 Average Usage 540

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Gas	1	0	1	0	1	1	2	1	2	1	1	1	2
Electric	448	602	694	575	539	309	221	540	648	754	545	434	615

## DISCONNECT NOTICE

Account Number

10 03

Due Date	Amount Due
Jul 31, 2018	\$ 285.41

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
 HeatShare Contribution Amount Enclosed  
 (for Customer Assistance)

PO Box 1327  
 Charlotte NC 28201-1327

410 00000285412 85800231456 073120187 00000289698

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
	<b>Duke Energy</b> 1-800-544-6900 Frontier Utilities NE 1-877-636-3450 Frontier Utilities NE 1-877-636-3450	

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Jul 09 not included Last payment received Jul 09 Bill prepared on Jul 09, 2018 Next meter reading Aug 02, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$137.37 is not paid by 07/24/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading From	Date To	Days	Meter Reading Previous	Present	Usage
Gas		Jun 04	Jul 03	29	72	72	0
Elec		Jun 04	Jul 03	29	33901	34603	702

Gas - Residential	Current Billing
Usage - 0 CCF	Amt Due - Previous Bill \$ 249.37
Duke Energy - Rate FTRS \$ 40.57	Payment(s) Received 112.00cr
Frontier - Rate FP01	Late Payment Charge(s) 3.74
Utilities NE 0.00	<b>Balance Forward 141.11</b>
<b>Current Gas Charges \$ 40.57</b>	Current Gas Charges 40.57
	Current Electric Charges 43.32
	Current Elec Supplier Chg 60.41
	<b>Current Amount Due \$ 285.41</b>
Electric - Residential	
Usage - 702 kWh	
Duke Energy - Rate RS \$ 43.32	
<b>Current Electric Charges \$ 43.32</b>	

## DISCONNECT NOTICE

Due Date	Amount Due	After Jul 31, 2018
Jul 31, 2018	\$ 285.41	\$ 289.69



Name	Service Address	Account Number
[REDACTED]	[REDACTED]	[REDACTED]

A free home energy assessment can reveal hidden energy wasters and help you lower your bill. Eligible homeowners can get a free in-home analysis plus a free energy savings kit with LEDs and more. Sign up at [duke-energy.com/HouseCall](http://duke-energy.com/HouseCall).

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4955004 per CCF, which includes a base GCR of \$0.4724000 and Ohio excise tax of \$0.0231004.

The PUCO approved adjustments to Rider DCI (Distribution Capital Investment - part of the Delivery Riders) and Rider AER-R (Alternative Energy Recovery) in Case No. 14-841-EL-SSO. The PUCO also approved an adjustment to Rider SCR (Supplier Cost Reconciliation) in Case No. 15-6001-EL-RDR effective June 29, 2018. A typical residential customer using 1,000 kWh per month will see an increase of approximately \$0.87 or 0.8%.

Your Electric Supplier Charges of \$60.41 were calculated by your Electric Supplier. For your convenience, an Explanation of Electric Supplier Charges is included in the detail section of this bill.

If you have any questions about electric supplier service received from Frontier Utilities NE, please call them at 1-877-636-3450 or write to: 5120 Woodway Drive Suite 10015 Houston, TX 77056

The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$1.94. Peak Demand Reduction = \$0.48. and Renewable Energy = \$0.50.

**PRICE TO COMPARE:** In order for you to save money, an electric supplier must offer you a price lower than 5.95 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

If you have any questions about gas supplier service received from Frontier Utilities NE, please call them at 1-877-636-3450 or write to: 5120 Woodway Drive Suite 10015 Houston, TX 77056

Explanation of Current Charges			
<b>Gas</b>			
Meter - [REDACTED]	<b>Duke Energy</b>		
CCF Usage - 0	Rate FTRS - Res Transportation		
Jun 04 - Jul 03 29 Days	Fixed Delivery Service Charge	\$ 33.03	
	Gas Delivery Riders	7.54	\$ 40.57
	<b>Frontier Utilities NE</b>		
	Rate FP01 - Frontier Utilities NE		0.00
	<b>Total Current Gas Charges</b>		<b>\$ 40.57</b>
<b>Electric</b>			
Meter - [REDACTED]	<b>Duke Energy</b>		
kWh Usage - 702	Rate RS - Residential Svc-Summer		
Jun 04 - Jul 03 29 Days	Distribution-Customer Chg	\$ 6.00	
	Delivery Charges		
	Distribution-Energy Chg		
	702 kWh @ \$ 0.02534200	17.79	
	Delivery Riders	18.93	
	Total Delivery Charges	\$ 36.72	
	Generation Riders	0.60	43.32
	<b>Total Current Electric Charges</b>		<b>\$ 43.32</b>

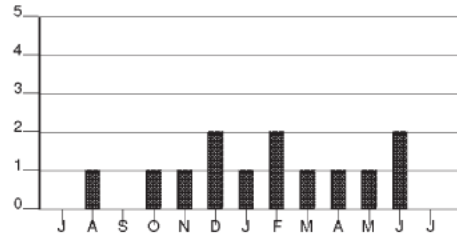
Name	Service Address	Account Number

## Explanation of Electric Supplier Charges

Supplier Charges	Frontier Utilities NE Jun 04 - Jul 03 ENERGY CHARGE:702 KWH @ \$0.079 ADJUSTMENT	\$ 55.46 4.95	\$ 60.41
	Total Electric Supplier Charges		\$ 60.41

CCF

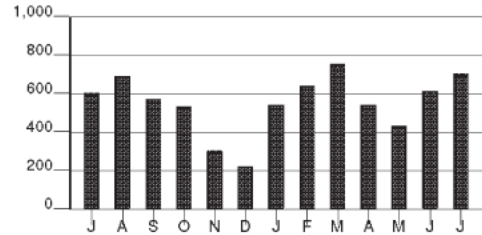
Gas Usage



Calculations based on most recent 12 month history  
Total Usage 13  
Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
Total Usage 6,576  
Average Usage 548

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Gas	0	1	0	1	1	2	1	2	1	1	1	2	0
Electric	602	694	575	539	309	221	540	648	754	545	434	615	702

## DISCONNECT NOTICE

Account Number [REDACTED]

10 09

For less detailed billing information on  
your monthly bill, check box on right☐

Due Date	Amount Due
Sep 4, 2018	\$ 281.76

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
HeatShare Contribution Amount Enclosed  
(for Customer Assistance)

PO Box 1327  
Charlotte NC 28201-1327

410 00000281760 85800231456 090420186 00000285935

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
[REDACTED]	Duke Energy 1-800-544-6900 Josco Energy USA 1-877-955-6726 Josco Energy USA 1-877-955-6726	[REDACTED]

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Aug 13 not included Last payment received Aug 03 Bill prepared on Aug 13, 2018 Next meter reading Aug 31, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$145.41 is not paid by 08/28/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter		Reading Date		Days	Meter Reading		Usage
	Number	From	To		Previous	Present	
Gas		Jul 03	Aug 02	30	72	73	1
Elec		Jul 03	Aug 02	30	34603	35374	771

Gas - Residential	
Usage -	1 CCF
Duke Energy - Rate FTRS	\$ 40.64
Josco - Rate JS10	0.40
Energy USA	
<b>Current Gas Charges</b>	<b>\$ 41.04</b>

Electric - Residential	
Usage -	771 kWh
Duke Energy - Rate RS	\$ 43.69
<b>Current Electric Charges</b>	<b>\$ 43.69</b>

Current Billing	
Amt Due - Previous Bill	\$ 285.41
Payment(s) Received	140.00cr
Late Payment Charge(s)	2.18
<b>Balance Forward</b>	<b>147.59</b>
Current Gas Charges	41.04
Current Electric Charges	43.69
Current Elec Supplier Chg	45.41
Other Credits/Charges	4.00
Taxes	0.03
<b>Current Amount Due</b>	<b>\$ 281.76</b>

## DISCONNECT NOTICE

Due Date	Amount Due	After Sep 4, 2018
Sep 4, 2018	\$ 281.76	\$ 285.93

Name	Service Address	Account Number
[REDACTED]	[REDACTED]	[REDACTED]

Taxes	
Taxes	\$ 0.03

In Case No. 15-6001-EL-RDR, the PUCO approved an adjustment to Rider DR-ECF, Economic Competitiveness Fund (part of the Delivery Riders) effective July 31, 2018. A typical residential customer using 1,000 kWh per month will see a decrease of approximately \$3.63 or (3.1)%.

Your billing due date has been changed as you requested.

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.5669305 per CCF, which includes a base GCR of \$0.5405000 and Ohio excise tax of \$0.0264305.

In Case No. 18-318-GA-UEx, the PUCO approved an adjustment to Rider UE-G, Uncollectible Expense Rider effective July 31, 2018. In Case No. 18-418-GA-PIP, the PUCO approved an adjustment to Rider PIPP, Percentage of Income Payment Plan effective July 31, 2018. A typical customer using 70 CCF in a month will see an increase of \$0.13 or 0.2%.

PRICE TO COMPARE: In order for you to save money, an electric supplier must offer you a price lower than 5.94 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$2.12. Peak Demand Reduction = \$0.53. and Renewable Energy = \$0.55.

If you have any questions about gas supplier service received from Josco Energy USA, please call them at 1-877-955-6726 or write to: 200 Rt. 17 South Ste 200C Mahwah, NJ 07430

Explanation of Current Charges			
<b>Gas</b>			
Meter - [REDACTED]	<b>Duke Energy</b>		
CCF Usage - 1	Rate FTRS - Res Transportation		
Jul 03 - Aug 02	Fixed Delivery Service Charge	\$ 33.03	
30 Days	Usage-Based Charge		
	1 CCF @ \$ 0.03272800	0.03	
	Gas Delivery Riders	7.58	
	Applicable Surcharge		
	1 CCF @ \$ 0.00414100cr	0.00	\$ 40.64
	<b>Josco Energy USA</b>		
	Rate JS10 - Josco Energy USA		
	Gas Supplier Energy Chg		
	1 CCF @ \$ 0.39900000	\$ 0.40	0.40
	<b>Total Current Gas Charges</b>		<b>\$ 41.04</b>
<b>Electric</b>			
Meter - [REDACTED]	<b>Duke Energy</b>		
kWh Usage - 771	Rate RS - Residential Svc-Summer		
Jul 03 - Aug 02	Distribution-Customer Chg	\$ 6.00	
30 Days	Delivery Charges		
	Distribution-Energy Chg		
	771 kWh @ \$ 0.02534200	19.54	
	Delivery Riders	17.49	
	Total Delivery Charges	\$ 37.03	
	Generation Riders	0.66	43.69
	<b>Total Current Electric Charges</b>		<b>\$ 43.69</b>

Name	Service Address	Account Number

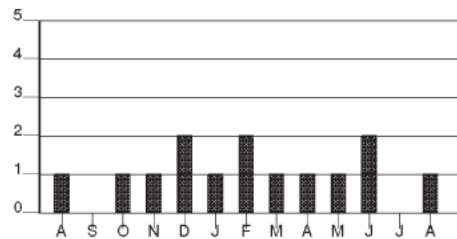
Explanation of Taxes		
Taxes	Tax on Gas Supplier Energy Chg	\$ 0.03
	Total Taxes	\$ 0.03

Explanation of Other Charges/Credits		
Other Credits/Charges	Gas Supplier Switch Fee	\$ 4.00
	Total Other Credits/Charges	\$ 4.00

Explanation of Electric Supplier Charges		
Supplier Charges	<b>Josco Energy USA</b> Jul 03 - Aug 02 ENERGY CHARGE: 771 KH x \$0.0589/KH	
	Total Electric Supplier Charges	\$ 45.41

CCF

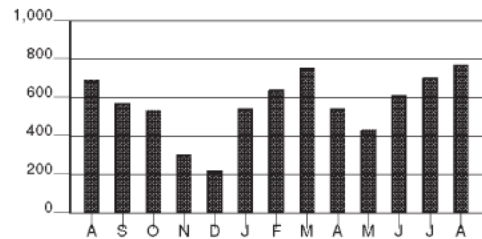
Gas Usage



Calculations based on most recent 12 month history  
 Total Usage 13  
 Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
 Total Usage 6,653  
 Average Usage 554

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Gas	1	0	1	1	2	1	2	1	1	1	2	0	1
Electric	694	575	539	309	221	540	648	754	545	434	615	702	771



## DISCONNECT NOTICE

Account Number

10 09

For less detailed billing information on  
your monthly bill, check box on right☐

Due Date	Amount Due
Oct 4, 2018	\$ 267.00

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
HeatShare Contribution Amount Enclosed  
(for Customer Assistance)

PO Box 1327  
Charlotte NC 28201-1327

410 00000267007 85800231456 100420180 00000270954

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
-----------------------	--------------------	----------------

	Duke Energy	1-800-544-6900
--	-------------	----------------

Mail Payments To	Account Information
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PO Box 1327  
Charlotte NC 28201-1327

Payments after Sep 12 not included  
Last payment received Sep 04

Bill prepared on Sep 12, 2018  
Next meter reading Oct 02, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$131.76 is not paid by 09/27/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading Date From	To	Days	Meter Reading Previous	Present	Usage
Gas		Aug 02	Aug 31	29	73	74	1
Elec		Aug 02	Aug 31	29	35374	36113	739

## Gas - Residential

Usage - 1 CCF  
Duke Energy - Rate RS \$ 41.17  
**Current Gas Charges \$ 41.17**  
Gas Cost Recovery \$0.52665270/CCF

## Current Billing

Amt Due - Previous Bill \$ 281.76  
Payment(s) Received 146.00cr  
Late Payment Charge(s) 1.98  
**Balance Forward 137.74**  
Current Gas Charges 41.17  
Current Electric Charges 88.09  
**Current Amount Due \$ 267.00**

## Electric - Residential

Usage - 739 kWh  
Duke Energy - Rate RS \$ 88.09  
**Current Electric Charges \$ 88.09**

## DISCONNECT NOTICE

Due Date	Amount Due	After Oct 4, 2018
Oct 4, 2018	\$ 267.00	\$ 270.95

Name	Service Address	Account Number
[REDACTED]	[REDACTED]	[REDACTED]

In Case No. 15-6001-EL-RDR, the PUCO approved an adjustment to Rider DR-ECF, Economic Competitiveness Fund (part of the Delivery Riders) effective August 29, 2018. A typical residential customer using 1,000 kWh per month will see an increase of approximately \$2.43 or 2.2%.

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.5266527 per CCF, which includes a base GCR of \$0.5021000 and Ohio excise tax of \$0.0245527.

**PRICE TO COMPARE:** In order for you to save money, an electric supplier must offer you a price lower than 5.95 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

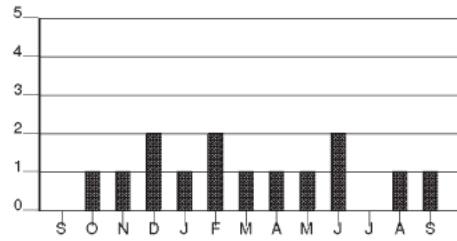
The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$2.03. Peak Demand Reduction = \$0.51. and Renewable Energy = \$0.53.

Explanation of Current Charges		
<b>Gas</b>	<b>Duke Energy</b>	
Meter - [REDACTED]	Rate RS - Residential Service	
CCF Usage - 1	Fixed Delivery Service Charge	\$ 33.03
Aug 02 - Aug 31	Usage-Based Charge	
29 Days	1 CCF @ \$ 0.03272800	0.03
	Gas Delivery Riders	7.58
	Gas Cost Recovery	
	1 CCF @ \$ 0.52665270	0.53
		\$ 41.17
	<b>Total Current Gas Charges</b>	<b>\$ 41.17</b>
<b>Electric</b>	<b>Duke Energy</b>	
Meter - [REDACTED]	Rate RS - Residential Svc-Summer	
kWh Usage - 739	Distribution-Customer Chg	\$ 6.00
Aug 02 - Aug 31	Delivery Charges	
29 Days	Distribution-Energy Chg	
	739 kWh @ \$ 0.02534200	18.73
	Delivery Riders	18.79
	Total Delivery Charges	\$ 37.52
	Generation Riders	0.63
	Generation Charges	
	Rider RC	15.35
	Rider RE	29.39
	Rider AERR	0.08
	Rider SCR	0.88cr
	Total Generation Charges	\$ 43.94
		88.09
	<b>Total Current Electric Charges</b>	<b>\$ 88.09</b>

Name	Service Address	Account Number
[REDACTED]	[REDACTED]	[REDACTED]

CCF

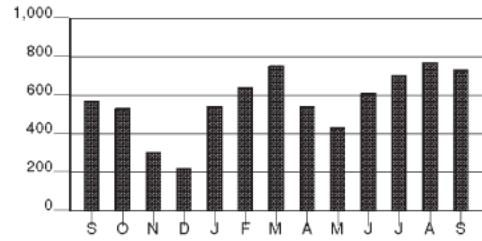
Gas Usage



Calculations based on most recent 12 month history  
 Total Usage 14  
 Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
 Total Usage 6,817  
 Average Usage 568

	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Gas	0	1	1	2	1	2	1	1	1	2	0	1	1
Electric	575	539	309	221	540	648	754	545	434	615	702	771	739



## DISCONNECT NOTICE

Account Number

10 09

For less detailed billing information on  
your monthly bill, check box on right☐

Due Date	Amount Due
Nov 2, 2018	\$ 261.29

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
HeatShare Contribution Amount Enclosed  
(for Customer Assistance)

PO Box 1327  
Charlotte NC 28201-1327

410 00000261297 85800231456 110220189 00000265152

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
[REDACTED]	Duke Energy 1-800-544-6900	[REDACTED]

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Oct 11 not included Last payment received Oct 03 Bill prepared on Oct 11, 2018 Next meter reading Oct 31, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$131.24 is not paid by 10/26/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading Date From	Reading Date To	Days	Meter Reading Previous	Meter Reading Present	Usage
Gas	[REDACTED]	Aug 31	Oct 02	32	74	74	0
Elec	[REDACTED]	Aug 31	Oct 02	32	36113	36802	689

Gas - Residential		
Usage -	0 CCF	
Duke Energy - Rate RS		\$ 40.57
<b>Current Gas Charges</b>		<b>\$ 40.57</b>

Electric - Residential		
Usage -	689 kWh	
Duke Energy - Rate RS		\$ 83.51
<b>Current Electric Charges</b>		<b>\$ 83.51</b>

Current Billing	
Amt Due - Previous Bill	\$ 267.00
Payment(s) Received	131.76cr
Late Payment Charge(s)	1.97
<b>Balance Forward</b>	<b>137.21</b>
Current Gas Charges	40.57
Current Electric Charges	83.51
<b>Current Amount Due</b>	<b>\$ 261.29</b>

## DISCONNECT NOTICE

Due Date	Amount Due	After Nov 2, 2018
Nov 2, 2018	\$ 261.29	\$ 265.15

Name	Service Address	Account Number

A free home energy assessment can reveal hidden energy wasters and help you lower your bill. Eligible homeowners can get a free in-home analysis plus a free energy savings kit with LEDs and more. Sign up at [duke-energy.com/HouseCall](http://duke-energy.com/HouseCall).

This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4318321 per CCF, which includes a base GCR of \$0.4117 and Ohio excise tax of \$0.0201321.

In Case No. 18-941-EL-RDR, the PUCO approved an adjustment to Rider BTR (Base Transmission Rider part of the Delivery Riders). In Case No. 14-841-EL-SSO, the PUCO approved an adjustment to Rider DCI (Distribution Capital Investment part of the Delivery Riders). The PUCO also approved adjustments to Riders SCR (Supplier Cost Reconciliation) and AER-R (Alternative energy Recovery). Overall, a typical residential customer using 1,000 kWh per month will see an increase of approximately \$0.94 or 0.8 %.

**PRICE TO COMPARE:** In order for you to save money, an electric supplier must offer you a price lower than 5.90 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

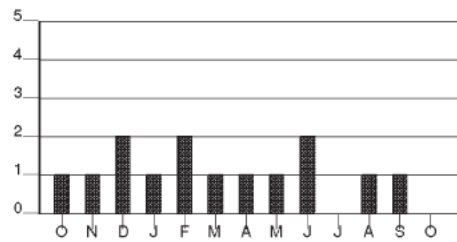
The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$1.90. Peak Demand Reduction = \$0.47. and Renewable Energy = \$0.49.

Explanation of Current Charges		
<b>Gas</b> Meter - <span style="background-color: black; color: black;">                    </span> CCF Usage - 0 Aug 31 - Oct 02 32 Days	<b>Duke Energy</b> Rate RS - Residential Service	
	Fixed Delivery Service Charge \$ 33.03 Gas Delivery Riders 7.54	\$ 40.57
	<b>Total Current Gas Charges</b>	<b>\$ 40.57</b>
<b>Electric</b> Meter - <span style="background-color: black; color: black;">                    </span> kWh Usage - 689 Aug 31 - Oct 02 32 Days	<b>Duke Energy</b> Rate RS - Residential Svc-Winter	
	Distribution-Customer Chg \$ 6.00 Delivery Charges	
	Distribution-Energy Chg 689 kWh @ \$ 0.02534200 17.46	
	Delivery Riders 18.81	
	Total Delivery Charges \$ 36.27	
	Generation Riders 0.59	
	Generation Charges	
	Rider RC 14.31 Rider RE 27.40 Rider AERR 0.20 Rider SCR 1.26cr	
	Total Generation Charges \$ 40.65	83.51
	<b>Total Current Electric Charges</b>	<b>\$ 83.51</b>

Name	Service Address	Account Number

CCF

Gas Usage

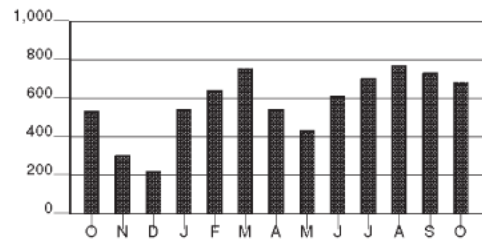


Calculations based on most recent 12 month history

Total Usage 13  
Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history

Total Usage 6,967  
Average Usage 581

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Gas	1	1	2	1	2	1	1	1	2	0	1	1	0
Electric	539	309	221	540	648	754	545	434	615	702	771	739	689

## DISCONNECT NOTICE

Account Number [REDACTED] 10 09

For less detailed billing information on  
your monthly bill, check box on right☐

Due Date	Amount Due
Dec 3, 2018	\$ 224.16

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
HeatShare Contribution Amount Enclosed  
(for Customer Assistance)

PO Box 1327  
Charlotte NC 28201-1327

410 00000224162 85800231456 120320181 00000227463

## DISCONNECT NOTICE

Page 1 of 3

Name /Service Address	For Inquiries Call	Account Number
[REDACTED]	Duke Energy 1-800-544-6900	[REDACTED]

Mail Payments To	Account Information
PO Box 1327 Charlotte NC 28201-1327	Payments after Nov 09 not included Last payment received Nov 05 Bill prepared on Nov 09, 2018 Next meter reading Dec 03, 2018

IMPORTANT: Per Commission regulations, your service may be disconnected if your past due amount of \$126.05 is not paid by 11/26/2018. A reconnection charge will be required. In addition, a service deposit may be required; if so, payment arrangements may be available. For questions, please call the number shown above.

You also have the option to retain or have reconnected one of your services, either gas or electric. Please contact us at the number shown above to discuss this option.

Meter	Number	Reading From	Date To	Days	Meter Reading Previous	Present	Usage
Gas	[REDACTED]	Oct 02	Oct 31	29	74	75	1
Elec	[REDACTED]	Oct 02	Oct 31	29	36802	37183	381

Gas - Residential	
Usage -	1 CCF
Duke Energy - Rate RS	\$ 41.07
<b>Current Gas Charges</b>	<b>\$ 41.07</b>
Gas Cost Recovery \$0.42805610/CCF	

Electric - Residential	
Usage -	381 kWh
Duke Energy - Rate RS	\$ 51.15
<b>Current Electric Charges</b>	<b>\$ 51.15</b>

Current Billing	
Amt Due - Previous Bill	\$ 261.29
Payment(s) Received	131.24cr
Late Payment Charge(s)	1.89
<b>Balance Forward</b>	<b>131.94</b>
Current Gas Charges	41.07
Current Electric Charges	51.15
<b>Current Amount Due</b>	<b>\$ 224.16</b>

## DISCONNECT NOTICE

Due Date	Amount Due	After Dec 3, 2018
Dec 3, 2018	\$ 224.16	\$ 227.46

Name	Service Address	Account Number

PRICE TO COMPARE: In order for you to save money, an electric supplier must offer you a price lower than 5.90 cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov). To learn more about Price to Compare, visit [www.duke-energy.com](http://www.duke-energy.com) or contact Duke Energy for a written explanation.

The charges for the current billing period include the following amounts to meet each of these Ohio requirements: Energy Efficiency = \$1.05. Peak Demand Reduction = \$0.26. and Renewable Energy = \$0.27.

Our community is stronger when neighbors help neighbors. Help a neighbor in need stay warm this winter with a contribution to HeatShare. To donate, see the enclosed bill insert or go to [duke-energy.com/donate](http://duke-energy.com/donate).

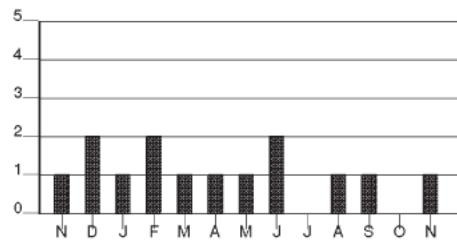
This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.4280561 per CCF, which includes a base GCR of \$0.4081 and Ohio excise tax of \$0.0199561.

Explanation of Current Charges		
<b>Gas</b>	<b>Duke Energy</b>	
Meter -	Rate RS - Residential Service	
CCF Usage - 1	Fixed Delivery Service Charge	\$ 33.03
Oct 02 - Oct 31	Usage-Based Charge	
29 Days	1 CCF @ \$ 0.03272800	0.03
	Gas Delivery Riders	7.58
	Gas Cost Recovery	
	1 CCF @ \$ 0.42805610	0.43
		\$ 41.07
	<b>Total Current Gas Charges</b>	<b>\$ 41.07</b>
<b>Electric</b>	<b>Duke Energy</b>	
Meter -	Rate RS - Residential Svc-Winter	
kWh Usage - 381	Distribution-Customer Chg	\$ 6.00
Oct 02 - Oct 31	Delivery Charges	
29 Days	Distribution-Energy Chg	
	381 kWh @ \$ 0.02534200	9.66
	Delivery Riders	12.68
	Total Delivery Charges	\$ 22.34
	Generation Riders	0.33
	Generation Charges	
	Rider RC	7.91
	Rider RE	15.15
	Rider AERR	0.11
	Rider SCR	0.69cr
	Total Generation Charges	\$ 22.48
		51.15
	<b>Total Current Electric Charges</b>	<b>\$ 51.15</b>

Name	Service Address	Account Number

CCF

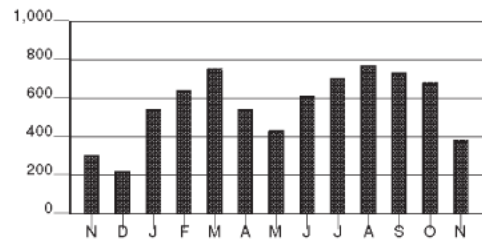
Gas Usage



Calculations based on most recent 12 month history  
 Total Usage 13  
 Average Usage 1

kWh

Electric Usage



Calculations based on most recent 12 month history  
 Total Usage 7,039  
 Average Usage 587

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
Gas	1	2	1	2	1	1	1	2	0	1	1	0	1
Electric	309	221	540	648	754	545	434	615	702	771	739	689	381





# Public Utilities Commission

Mike DeWine, Governor  
Sam Randazzo, Chairman

## Commissioners

M. Beth Trombold  
Lawrence K. Friedman  
Dennis P. Deters  
Daniel R. Conway

## Case Detail

Case Number: 00253159	Owner: Maureen Harbolt
Account Name: [REDACTED]	Account in Question: Verde Energy USA Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

### CASE DATES:

Date Opened: 02-13-2019  
Case Age in Business Days: 14

Date Closed: 03-05-2019

## Contact Information

Contact: [REDACTED]	Preferred Contact Method: No Preference
Phone: [REDACTED]	Preferred Contact Time:
Mobile:	Email: [REDACTED]

## Service Address Information

Service Account Number:	Service Address County: Hamilton
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Cincinnati	Service Address Zip:
Service Address Country: United States	Service Address Phone: [REDACTED]

## Industry Information

AIQ Industry: Electric	Territory Account:
AIQ Sub-Industry: Competitive Retail Electric Service Provider	General Code: Marketing -- Electric
AIQ Sub-Sub-Industry:	Specific Code: Enrollment Dispute
Non-Jurisdictional Case: <input type="checkbox"/>	

## Additional Information

PUCO ID: 345478	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	



## Transportation Information

---

Crossing ID:  
Railroad:  
Railroad Street Name:

## Description Information

---

Description:

Resolution:

Called customer 2/25 to close. advised added to DNC list and notified co of issue.

## Case Comments

---

Created Date	Comment
2/13/2019 2:27:01 PM	<p>Kelly with IGS calling for customer, Supplier came to house presented himself as Duke. TPV was completed by sales agent, customer got email today from verde.</p> <p>Kelly brought customer on the line</p> <p>The representative came to home around 7 pm. The rep said he was from duke, when the TPV person called the sales rep completed the TPV. Sales rep was Marcell Johnson. Caller has 3 accounts Account numbers [REDACTED] &amp; [REDACTED] &amp; [REDACTED] (basement, 2nd fl and 3rd fl) Caller had contacted Verde to cancel. Provided caller with HL number to block switch.</p> <p>Advised will open investigation, provided case number and time frame.</p>
3/5/2019 8:41:50 AM	Called customer 2/25 to close. advised added to DNC list and notified co of issue.

## Web Information

---

Web Name:	Web Account in Question:
Web Home Phone:	Web US Dot #:
Web Email:	
Web Company:	
Web Zip Code:	

## System Information

---

Created by: Maureen Harbolt	Last Modified by: Sara Macey
# Tasks Correspondence Review: 0	Next Activity Date:
# Tasks Correspondence Review:0	Case Grade Created: <input type="checkbox"/>
	Case Grade Target: <input type="checkbox"/>

## Case Emails

---

**Email Created Date:** 2/13/2019 2:27:41 PM

**Email Text Version:**

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253159

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45212

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45212

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED] & [REDACTED] & [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon,

Mr. [REDACTED] contacted the PUCO regarding his enrollment with Verde.  
When was this account enrolled, and how?

Please provide copies of:

\*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

Sincerely,

Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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.\_500t0FL4Un:ref

**Email Created Date: 2/14/2019 2:09:03 PM**

**Email Text Version:**

Good afternoon,

Attached is the TPV recordings for PUCO Complaint No. 00253159. As such, Verde will provide a final response by the end of business on 2/26/2019.

Thank you,

Louise Bourgeois

[cid:image001.png@01D4B884.99943D90]

Louise Bourgeois | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

lbourgeois@verdeenergy.com<mailto:lbourgeois@verdeenergy.com>

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

Sent: Wednesday, February 13, 2019 1:29 PM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253159 [

ref:\_00Dt0GzXt.\_500t0FL4Un:ref ]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253159

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45212

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45212

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED] & [REDACTED] & [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon,

Mr. [REDACTED] contacted the PUCO regarding his enrollment with Verde.

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Sincerely,

Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov<<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Ca6b91474f615447011fe08d692afde7a%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636857681390099503&sdata=bQ1dSSneSd5UYEHyHV2rA%2BmRamU3xyrwlNhFUbngEHY%3D&reserved=0>

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

[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000003i0sG>]

ref:\_00Dt0GzXt.\_500t0FL4Un:ref

**Email Created Date: 2/22/2019 5:08:52 PM**

**Email Text Version:**

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00253159.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Public Utilities Commission of Ohio ("PUCO") disputing the enrollment to Verde.

## Investigative Results:

- On 2/12/2019, [REDACTED] authorized his electric and gas accounts to Verde via Marcell Johnson (agent ID 830008) a Door to Door sales agent associated with Third Party Vendor Energy Group Consultants. Mr. [REDACTED] enrolled the two electric accounts onto Verde's fixed rate of \$0.0899 cents/kWh for 12 months, with a \$0 Monthly Service Fee ("MSF") and a \$0 Early Termination Fee ("ETF"). He enrolled the gas account onto Verde's fixed rate of \$0.6495 cents/CCF for 12 months, with a \$0 MSF as well as a \$0 ETF. (TPVs Attached)
- On 2/13/2019, Verde received inbound enrollment acceptances for the two electric accounts and gas account with a date of 2/27/2019.
  - o Verde received PUCO Complaint No. 00253159.
- On 2/16/2019, Verde received two inbound cancellation transactions from the utility with a date of 2/16/2019 for the two electric accounts.
- On 2/19/2019, Verde received an inbound cancellation transaction from the utility with a date of 2/19/2019 for the gas account.
- On 2/22/2019, the Welcome Letter for the two electric accounts and gas account was sent to the mailing address on file. (Letters Attached)

### Outcome:

We'd like to confirm that per the attached TPV Mr. [REDACTED] authorized his two electric and one gas accounts to Verde via a Door to Door sales agent on 2/12/2019 from Energy Group Consultants, LLC. Verde does not have any correspondences from Mr. [REDACTED] regarding his enrollments and does not have a reason to believe that the person who authorized the enrollments is not Mr. [REDACTED] himself.

As such, the two electric accounts and one gas account will not be assessed any charges or fees as they terminated before the day they were scheduled to become active on 2/27/2019.

Lastly, since a Door to Door sales agent completed these enrollments, there is no sales call to provide. We have requested the signed enrollment agreements for the enrollments to Verde from the proper department. Once we are in receipt of it/them they will be provided to you.

Please let me know if you have any additional questions or concerns regarding this matter.

Kindest Regards,

Louise Bourgeois

[cid:image001.png@01D4B884.99943D90]

Louise Bourgeois | Regulatory Specialist  
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

lbourgeois@verdeenergy.com<mailto:lbourgeois@verdeenergy.com>

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

Sent: Wednesday, February 13, 2019 1:29 PM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253159 [ref:\_00Dt0GzXt.\_500t0FL4Un:ref ]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt]

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

CASE ID: 00253159

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45212

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45212

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED] & [REDACTED] & [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon,

Mr. [REDACTED] contacted the PUCO regarding his enrollment with Verde.  
When was this account enrolled, and how?

Please provide copies of:

Case Number: 00253159



\*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

Sincerely,

Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cfb73f798eea14a59c65908d699121217%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636864701087329402&sdata=pb02iVpX6hF9W6cWB4ki0onFiv8pMRuuqxOQvbN8HfM%3D&reserved=0>](https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cfb73f798eea14a59c65908d699121217%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636864701087329402&sdata=pb02iVpX6hF9W6cWB4ki0onFiv8pMRuuqxOQvbN8HfM%3D&reserved=0)

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

[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000003i0sG>]

ref:\_00Dt0GzXt.\_500t0FL4Un:ref

**Email Created Date: 2/25/2019 3:10:30 PM**

**Email Text Version:**

Louise,

Thank you for the information provided. while the customers enrollment was cancelled and he will not receive services with Verde, he would like it documented the sales agent completed the TPV, not the customer.

Thank you,

Maureen

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 2/22/2019 5:06 PM

To: contactthepuco@puco.ohio.gov

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253159 [ref:\_00Dt0GzXt.\_500t0FL4Un:ref ]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00253159.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Public Utilities Commission of Ohio ("PUCO") disputing the enrollment to Verde.

Investigative Results:

· On 2/12/2019, [REDACTED] authorized his electric and gas accounts to Verde via Marcell Johnson (agent ID 830008) a Door to Door sales agent associated with Third Party Vendor Energy Group Consultants. Mr. [REDACTED] enrolled the two electric accounts onto Verde's fixed rate of \$0.0899 cents/kWh for 12 months, with a \$0 Monthly Service Fee ("MSF") and a \$0 Early Termination Fee ("ETF"). He enrolled the gas account onto Verde's fixed rate of \$0.6495 cents/CCF for 12 months, with a \$0 MSF as well as a \$0 ETF. (TPVs Attached)

· On 2/13/2019, Verde received inbound enrollment acceptances for the two electric accounts and gas account with a date of 2/27/2019.

o Verde received PUCO Complaint No. 00253159.

· On 2/16/2019, Verde received two inbound cancellation transactions from the utility with a date of 2/16/2019 for the two electric accounts.

· On 2/19/2019, Verde received an inbound cancellation transaction from the utility with a date of 2/19/2019 for the gas account.

· On 2/22/2019, the Welcome Letter for the two electric accounts and gas account was sent to the mailing address on file. (Letters Attached)

Outcome:

We'd like to confirm that per the attached TPV Mr. [REDACTED] authorized his two electric and one gas accounts to Verde via a Door to Door sales agent on 2/12/2019 from Energy Group Consultants, LLC. Verde does not have any correspondences from Mr. [REDACTED] regarding his enrollments and does not have a reason to believe that the person who authorized the enrollments is not Mr. [REDACTED] himself.

As such, the two electric accounts and one gas account will not be assessed any charges or fees as they terminated before the day they were scheduled to become active on 2/27/2019.

Lastly, since a Door to Door sales agent completed these enrollments, there is no sales call to provide. We have requested the signed enrollment agreements for the enrollments to Verde from the proper department. Once we are in receipt of it/them they will be provided to you.

Please let me know if you have any additional questions or concerns regarding this matter.

Kindest Regards,

Louise Bourgeois

Louise Bourgeois | Regulatory Specialist  
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

[lbougeois@verdeenergy.com](mailto:lbougeois@verdeenergy.com)

From: PUCO Consumer Call Center [<mailto:contactthepuco@puc.state.oh.us>]  
Sent: Wednesday, February 13, 2019 1:29 PM  
To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253159 [ref:\_00Dt0GzXt.\_500t0FL4Un:ref ]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253159

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45212

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45212

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED] & [REDACTED] & [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon,

Mr. [REDACTED] contacted the PUCO regarding his enrollment with Verde.  
When was this account enrolled, and how?

Please provide copies of:

Case Number: 00253159

\*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

Sincerely,

Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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.\_500t0FL4Un:ref

## Case Images

---

Created Date	Images
2/14/2019 2:09:04 PM	 The logo for Verde Energy USA, featuring the text "verdeenergyusa" in a sans-serif font. The word "verde" is in green, and "energyusa" is in grey. A green swoosh underline starts under "verde" and curves around the end of "energyusa".
2/22/2019 5:08:53 PM	 The logo for Verde Energy USA, featuring the text "verdeenergyusa" in a sans-serif font. The word "verde" is in green, and "energyusa" is in grey. A green swoosh underline starts under "verde" and curves around the end of "energyusa".
2/25/2019 3:10:30 PM	 The logo for Verde Energy USA, featuring the text "verdeenergyusa" in a sans-serif font. The word "verde" is in green, and "energyusa" is in grey. A green swoosh underline starts under "verde" and curves around the end of "energyusa".



>002394 00905 018 P51121



Dear [REDACTED] [REDACTED]

N/C

Nathan Kroeker  
CEO & President

Account Number

Plan

Rate

Term

Monthly Fee

\$

Early Termination Fee

\$

**Refer-a-Friend and receive a \$25 credit or gift card!**



VE WELCOME 10.17.18 English











**Governing Law:** This Agreement shall be governed by the laws of the State of New York, and the parties hereby irrevocably and exclusively submit to the jurisdiction of the courts of the State of New York for the resolution of any dispute arising out of or in connection with this Agreement.

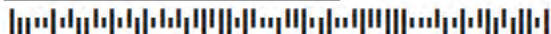
☐☐ **Agreement For Mandatory Arbitration & Class Action Waiver (the “Arbitration Agreement”):**

2020 年 12 月 31 日，公司 2020 年度利润分配方案为：以 2020 年 12 月 31 日总股本 100,000,000 股为基数，向全体股东每 10 股派发现金股利 0.5 元（含税），共计派发现金股利 5,000,000.00 元。该方案已于 2021 年 3 月 10 日经 2020 年年度股东大会审议通过，并于 2021 年 3 月 22 日实施完毕。





>002963 00905 019 P51121



Dear

Warm Regards,

N/C

Nathan Kroeker  
CEO & President

**Refer-a-Friend and receive a \$25 credit or gift card!**

VE WELCOME 10.17.18 English







## Verde Energy USA Ohio, LLC - Terms and Conditions of Service

2019年12月25日，在“2019年中国网络法治论坛”上，中国政法大学教授、中国法学会网络法治研究会会长王利明表示，网络法治建设是全面依法治国的重要组成部分，也是国家治理体系和治理能力现代化的重要标志。网络法治建设要坚持系统观念，统筹推进立法、执法、司法、守法各环节工作，形成网络法治建设的合力。王利明指出，网络法治建设要坚持问题导向，针对网络法治建设中的突出问题，加强立法、执法、司法、守法各环节的工作，形成网络法治建设的合力。王利明强调，网络法治建设要坚持人民至上，把维护人民群众合法权益作为网络法治建设的出发点和落脚点，不断增强人民群众在网络法治建设中的获得感、幸福感、安全感。

[illegible][illegible][illegible][illegible][illegible][illegible]

**Customer Relocation:** The company is planning to relocate its operations to a new facility in the near future. This relocation is expected to result in a significant increase in productivity and a reduction in operating costs. The company is currently in the process of identifying potential locations and evaluating the impact of the relocation on its customers and employees.

[illegible]





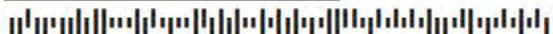




0000 0000 000000  
0000000000 000000

## Welcome to the Verde Energy Family

>002947 00905 019 P51121



2/22/2019

Dear [REDACTED]

Thank you for signing up with Verde Energy. We look forward to providing you with 100% renewable energy at a very competitive rate.

We've received your request to start service; you will officially be switched to Verde Energy on your next meter reading. This can take your existing utility 1-2 billing cycles to complete, depending on the date you enrolled and on your next meter read date.

Once a customer, you'll enjoy the many benefits of being part of the Verde Energy family, including:

1. Dedicated customer care representatives who put you first
2. Convenient online and mobile account management services
3. Competitive plans, services and incentive programs

If you need assistance, please feel free to call our dedicated Customer Care team at 1-800-388-3862 or by email at [customercare@Verdeenergy.com](mailto:customercare@Verdeenergy.com).

We look forward to welcoming you to the Verde Energy family, where we believe in empowering what matters.

Warm Regards,

Nathan Kroeker  
CEO & President



### Account Number

### Plan

0000 0000 00

### Rate

0000 00000000 00

### Term

00 000000

### Monthly Fee

\$0

### Early Termination Fee

\$0

000000000000-0 0000 000000!

**Refer-a-Friend and receive a \$25 credit  
or gift card!**

00000000000000000000 00 000000 000000000000000000



VE\_WELCOME 10.17.18 English





## Verde Energy USA Ohio, LLC - Terms and Conditions of Service

[illegible][illegible][illegible]

**Right of Rescission & Termination:** The Seller warrants that the Seller has the right to sell the Property and that the Seller is not in breach of any contract or agreement with any third party that would prevent the Seller from selling the Property. The Seller also warrants that the Seller is not aware of any liens, judgments, or other encumbrances on the Property that are not disclosed in the Seller's disclosure statement. The Seller further warrants that the Seller is not aware of any other facts or circumstances that would materially affect the value of the Property or the Seller's ability to sell the Property. The Seller's obligations under this contract shall terminate upon the completion of the sale of the Property to the Buyer.

[illegible]

**Emergency:** \_\_\_\_\_

[illegible]

**Customer Relocation:** The company has successfully relocated its customer base to a new location, resulting in increased sales and market penetration.

**Changes to Agreement:** On or about January 1, 2018, the parties agreed to amend the Agreement to add the following:













# Public Utilities Commission

Mike DeWine, Governor  
Sam Randazzo, Chairman

## Commissioners

M. Beth Trombold  
Lawrence K. Friedman  
Dennis P. Deters  
Daniel R. Conway

## Case Detail

Case Number: 00253204	Owner: Maureen Harbolt
Account Name: [REDACTED]	Account in Question: Verde Energy USA Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

### CASE DATES:

Date Opened: 02-13-2019  
Case Age in Business Days: 6

Date Closed: 02-21-2019

## Contact Information

Contact: [REDACTED]	Preferred Contact Method: No Preference
Phone: [REDACTED]	Preferred Contact Time:
Mobile:	Email: [REDACTED]

## Service Address Information

Service Account Number: [REDACTED] & [REDACTED]	Service Address County: Hamilton
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Cincinnati	Service Address Zip:
Service Address Country: United States	Service Address Phone: [REDACTED]

## Industry Information

AIQ Industry: Electric	Territory Account:
AIQ Sub-Industry: Competitive Retail Electric Service Provider	General Code: Marketing -- Electric
AIQ Sub-Sub-Industry:	Specific Code: Enrollment Dispute
Non-Jurisdictional Case: <input type="checkbox"/>	

## Additional Information

PUCO ID: 345478	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

## Transportation Information

---

Crossing ID:

Railroad:

Railroad Street Name:

## Description Information

---

Description:

Resolution:

Called customer to review co response, customer is unhappy with results. Tried explaining deregulation of supplier rates, caller keeps saying our industry needs to do something about it. advised caller he would need to inform his representatives. Caller states he did not read his contract.  
caller stated "you are completely useless"  
ICB

## Case Comments

---

Created Date	Comment
2/13/2019 3:44:15 PM	<p>Verde Energy Caller states rate is very high. Caller states called duke and cancelled, but when called verde co Could not find account. Caller has two homes, and service at [REDACTED] Cincinnati account [REDACTED]</p> <p>provided caller with case number, advised of time frame.</p>
2/19/2019 11:58:50 AM	<p>Co response: Verde would like to confirm that Mr. [REDACTED] accounts were transitioned from Starion Energy ("Starion") to Verde due to an acquisition. Attached you will find the Customer Assignment Letters that were sent to [REDACTED] Cincinnati, OH 45215 on 10/30/2018 for both the Gas and Electric service with the utility account number of [REDACTED] Attached are also two additional Customer Assignment Letters that were sent to [REDACTED] Cincinnati, OH 45215 on 10/30/2018 for both the Gas and Electric service with the utility account number of [REDACTED] Per the attached TPV's, [REDACTED] enrolled the electric and gas accounts for both locations with Starion on 2/20/2018. Attached you will also find the Welcome Letters sent to both locations. Additionally, we would like to confirm that upon review of the call made by Mr. [REDACTED] on 2/13/2019 that the Verde representative was unable to locate either of the accounts because the utility account number that was being provided was [REDACTED] and not [REDACTED] as well as [REDACTED] and not [REDACTED]. Lastly, per the complaint details, Mr. [REDACTED] does not want the services with Verde, for this reason, we have submitted a cancelation request to the utility for all four accounts. Please note that the termination date is solely determined by the utility and not Verde. Please note that Mr. [REDACTED] will be responsible for the billing on each account until the termination is completed as it is for the household's consumption.</p>

2/21/2019 2:48:48 PM	Called customer to review co response, customer is unhappy with results. Tried explaining deregulation of supplier rates, caller keeps saying our industry needs to do something about it. advised caller he would need to inform his representatives. Caller states he did not read his contract. caller stated "you are completely useless" ICB
----------------------	---

## Web Information

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Web Name:  
Web Home Phone:  
Web Email:  
Web Company:  
Web Zip Code:

Web Account in Question:  
Web US Dot #:

## System Information

---

Created by: Maureen Harbolt  
# Tasks Correspondence Review: 0  
# Tasks Correspondence Review:0

Last Modified by: Sara Macey  
Next Activity Date:  
Case Grade Created: ☐  
Case Grade Target: ☐

## Case Emails

---

**Email Created Date:** 2/13/2019 4:22:55 PM

### Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253204

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED] & [REDACTED] Cincinnati, Ohio

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED] & [REDACTED]

Case Number: 00253204

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,

Mr. [REDACTED] contacted the PUCO regarding his Duke bills. The customer states he is unaware of how he was enrolled, and when he contacted Verde was told he was not a customer.

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

Case Number: 00253204



(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.\_500t0FL5JZ:ref

**Email Created Date: 2/15/2019 6:12:21 PM**

**Email Text Version:**

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00253204

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Public Utilities Commission of Ohio ("PUCO") because he states that he was unaware of how the accounts were enrolled onto Verde. He goes on to state that when he contacted Verde he was advised he was not a customer.

Verde would like to confirm that Mr. [REDACTED] accounts were transitioned from Starion Energy ("Starion") to Verde due to an acquisition. Attached you will find the Customer Assignment Letters that were sent to [REDACTED] Cincinnati, OH 45215 on 10/30/2018 for both the Gas and Electric service with the utility account number of [REDACTED]. Attached are also two additional Customer Assignment Letters that were sent to [REDACTED] Cincinnati, OH 45215 on 10/30/2018 for both the Gas and Electric service with the utility account number of [REDACTED].

Per the attached TPV's, [REDACTED] enrolled the electric and gas accounts for both locations with Starion on 2/20/2018. Attached you will also find the Welcome Letters sent to both locations.

Additionally, we would like to confirm that upon review of the call made by Mr. [REDACTED] on 2/13/2019 that the Verde representative was unable to locate either of the accounts because the utility account number that was being provided was [REDACTED] and not [REDACTED] as well as [REDACTED] and not [REDACTED].

Lastly, per the complaint details, Mr. [REDACTED] does not want the services with Verde, for this reason, we have submitted a cancellation request to the utility for all four accounts. Please note that the termination date is solely determined by the utility and not Verde. Please note that Mr. [REDACTED] will be responsible for the billing on each account until the termination is completed as it is for the household's consumption.

Please let me know if you have any additional questions or concerns regarding this matter.

Kindest Regards,  
Xiomara Mendoza

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
Sent: Wednesday, February 13, 2019 3:24 PM  
To: Regulatory <regulatory@sparkenergy.com>  
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253204 [ref:\_00Dt0GzXt.\_500t0FL5JZ:ref ]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt]

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

CASE ID: 00253204  
CUSTOMER: [REDACTED]  
ADDRESS: [REDACTED] Cincinnati, Ohio 45215  
SERVICE ADDRESS: [REDACTED] & [REDACTED] Cincinnati, Ohio  
AIQ: Verde Energy USA Ohio LLC  
SERVICE ACCOUNT NUMBER: [REDACTED] & [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,

Mr. [REDACTED] contacted the PUCO regarding his Duke bills. The customer states he is unaware of how he was enrolled, and when he contacted Verde was told he was not a customer.

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<<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cc13a68433a2c421a8aab08d69399fe58%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636858691166380099&sdata=SH44BzJlcnOZsnRwiADNZXrd2mb7qWRZM9q8vcRxlZg%3D&reserved=0>>

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

[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000003i13x>]

ref:\_00Dt0GzXt.\_500t0FL5JZ:ref

## Case Images

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Created Date	Images
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**Starion Energy Customer Service**  
**1-800-600-3040**

Monday-Friday · 9:00am-5:00pm ET  
P.O. Box 845 · Middlebury, CT 06762  
[www.starionenergy.com](http://www.starionenergy.com)



February 20, 2018

[REDACTED]  
[REDACTED]  
CINCINNATI, OH 45215

## Welcome To Starion Energy!

Account Number: [REDACTED]  
Commodity: Gas  
Rate Plan: Starion Simple  
Notification Preference: US Mail  
Starion Rewards ID: [REDACTED]

Dear Customer:

Thank you for choosing Starion Energy as your preferred energy provider. It is our privilege to serve you, and we hope to exceed your expectations.

As a competitive energy provider, our goal is to deliver superior customer service and energy plans that fit your needs. Our USA-based customer service team will be happy to assist you. And because we value your time, all calls are answered by a live team member during normal business hours.

As a reminder, while Starion Energy is your supplier, your local utility will continue to deliver the energy to your home and business and respond to any service requests or outages. Starion Energy will be listed as the alternate supplier on your regular monthly bill, and you will make all payments directly to your local utility as always.



With Starion, you get *more* than just energy. Active Starion Energy customers can enroll in our *Starion Rewards* program. By joining this unique and free program, customers can receive savings on everyday shopping, dining, grocery and travel needs from name brand providers. All you need is an email address. Visit [www.starionrewards.com/signup](http://www.starionrewards.com/signup) to get started!

Starion Energy is also proud to give back to the communities we serve. Through our *Starion Cares* initiative, we regularly support national and local charities. To learn more about how we make a difference, visit [www.starionenergy.com](http://www.starionenergy.com).

Finally, please take a few minutes to review the enclosed agreement materials. If you have any questions or believe any of this information is incorrect, please contact us as soon as possible for assistance.

Thanks again for choosing Starion Energy. We look forward to serving you.

**Starion Energy Customer Service**









## STARION SIMPLE PLAN OHIO CONTRACT SUMMARY

<b>Rate Plan</b>	Starion Simple
<b>Commodity</b>	Gas
<b>Price</b>	<p>The price for your first billing cycle will be <b>\$0.3677 per ccf</b>. Thereafter your price will be Variable and determined month-to-month based on Starion's Variable Price Methodology. See Terms of Service for more information. An Account Management Fee applies each month, if applicable.</p> <p>An Account Management Fee calculated at \$0.24 per day applies each month.</p>
<b>Initial Term</b>	<p><b>The term of this Agreement is month-to-month</b></p> <p>This Agreement will begin on the next available meter-read date after your enrollment is processed, which may take 1-2 cycles.</p>
<b>Right to Rescind</b>	<p>Your Utility will be sending a confirmation notice to you regarding the transfer of service.</p> <p><u>Electric</u>: You have 7 calendar days from the postmark date to rescind this contract.</p> <p><u>Natural Gas</u>: You have 7 business days from the postmark date to rescind this contract. To rescind, you must contact your Utility. Duke: 1-800-544-6900</p>
<b>Cancellation</b>	<p>If you decide to cancel after service is initiated, you may do so by contacting us. The effective date of cancellation will occur based on your meter cycle schedule. There is no early termination fee if you decide to cancel.</p>
<b>Billing</b>	<p>Your Utility will continue to bill you each month for their delivery service charges, and Starion's charges for supply service. Starion does not offer budget billing for the supply portion of the bill.</p>
<b>Contact Us</b>	<p><b>Call us toll-free at 1-800-600-3040</b></p> <p>Our customer service team is available to assist you during normal business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Time</p> <p><b>Visit us online at <a href="http://www.starionenergy.com">www.starionenergy.com</a>.</b></p> <p><u>Mailing Address</u>: P.O. Box 845, Middlebury, CT 06762</p>
<b>Customer Information</b>	<p>██████████</p> <p>████████████████████</p> <p>Cincinnati, OH 45215</p> <p>Account No.: ██████████</p>







**AGREEMENT TO PURCHASE NATURAL GAS  
STARION SIMPLE PLAN  
OHIO TERMS OF SERVICE**

Starion Energy NY, Inc. ("Starion") is a certified retail natural gas services provider ("retail supplier") certified by the Ohio Public Utilities Commission ("PUCO") to offer and supply natural gas to customers in the State of Ohio (Certificate No. 14-339G). The PUCO does not regulate the prices or other charges from Starion found in this Agreement. Customer understands that Starion is not affiliated with or representing the Local Utility ("Utility") or the PUCO. You acknowledge that switching to Starion, or another retail supplier, is not mandatory, and that you have the option to receive standard service from your Utility.

- 1. Agreement to Purchase Natural Gas:** These Terms of Service, together with your Third-Party Verification ("TPV") and/or or Customer Application, and your Contract Summary, constitute the agreement between Starion and the customer ("you" or "Customer") by which Starion agrees to sell and supply natural gas to Customer, and Customer agrees to purchase and receive natural gas from Starion, pursuant to the terms set forth herein (the "Agreement"). Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the natural gas account(s) specified and confirmed in the Contract Summary. This Agreement is contingent upon Customer providing complete and accurate information to Starion and subject to final acceptance by Starion.
- 2. Nature of Services:** This Agreement authorizes Starion to change your natural gas supplier. Starion will supply natural gas to the Customer for the natural gas account(s) authorized by the Customer. The natural gas supplied by Starion will be delivered to the Customer by the Utility. The amount of natural gas supplied under this Agreement is subject to change based on usage data provided to Starion by the Utility.
- 3. Price • Charges for Service:**
  - a. Price: *Under this Agreement, Customer's price per Ccf will be Variable with no price cap and determined month-to-month based on Starion's Variable Price Methodology. New customers may receive a one-time introductory price, as indicated in your TPV or Customer Application and confirmed in your Contract Summary. There is no limit on how much the Variable price may change from one billing cycle to the next. Your price may be higher or lower than the Utility's price for standard service at any time and Starion cannot guarantee savings over the Utility's price in any given month or over the duration of your contract. You can obtain your current variable price by calling 1-800-600-3040.*
  - b. Starion's Variable Price Methodology: The Variable price shall be calculated monthly at Starion's discretion to reflect energy market pricing and commodity, capacity, storage, balancing, transportation and related costs, other market-related factors, all applicable taxes, fees, charges and other assessments, plus Starion's costs, expenses, and margins.
  - c. Calculation of Charges: *Starion will calculate your supply charges for each billing period by multiplying (i) the price of natural gas per Ccf by (ii) the amount of natural gas used during the billing period, and adding to the product of (i) and (ii) an Account Management Fee, if applicable. This Agreement does not include your Utility's service and delivery charges or any applicable state and local taxes.*
  - d. Account Management Fee ("AMF"): *An Account Management Fee may be applied to each billing cycle, as stated in your Contract Summary. The AMF is charged for customer database management, utility data reconciliation, energy procurement and other operating costs as determined in Starion's discretion.*
- 4. Term:** The term of this Agreement shall be month-to-month and will continue until it is terminated by your or Starion subject to the provisions of Section 9. Service under this Agreement will begin on the earliest date as determined by the Customer's current account status and meter cycle. For a new customer, service under this Agreement will begin on the meter-read date following acceptance of the enrollment as determined by the Utility, and may take 1-2 billing cycles. While receiving service on a month-to-month basis, you may choose to enter into a new Agreement with Starion, and either you or Starion may terminate this Agreement and/or cancel service without penalty. **Starion can renew this Agreement without the Customer's affirmative consent even when there is a change in the rate or other terms and conditions.**
- 5. Right to Rescind:** Following enrollment, you will receive a confirmation notice from your Utility regarding the transfer of service. You have the right to rescind this Agreement without penalty within seven (7) business days following the postmark date of the confirmation notice. To rescind, you must contact your Utility and may do so orally, electronically, or in writing.
- 6. Billing and Payment:**
  - a. Billing Arrangements: You will receive a consolidated bill from the Utility for each billing period containing the charges for both the natural gas supply services provided by Starion, in addition to the delivery and other services provided by your Utility. You will continue to make payment for all of these services to the Utility in accordance with the payment terms stated in the Utility's tariffs. Starion's charges are due when the Utility's charges are due. **Starion does not offer budget billing directly for its services provided under this Agreement.** Customer agrees to timely review its invoices and agrees that subject to applicable tariff and law, unless notice is given to Starion within ninety (90) days of the invoice date, all invoiced amounts will be deemed by you to be correct and Customer shall waive any right to dispute amounts set forth and rate charged on such invoice. You have the right to request from Starion, twice within a twelve-month period, up to twenty-four (24) months of your payment history without charge, if available.
  - b. Non-Payment: You will be responsible for any late payment fees charged by your Utility. In the event your Utility charges Starion for services related to your account, Starion reserves the right to bill you for these charges. Customer's non-payment or failure to meet any agreed-upon payment terms may result in Customer's service being terminated in accordance with the Utility's tariffs, at which time this Agreement will be automatically terminated.

- 7. Cancellation of Existing Service:** If you presently purchase your natural gas supply service from another retail supplier, you are responsible for canceling that service pursuant to the terms of your agreement with your existing retail supplier, and for any cancellation fees that may apply. Your Utility may charge you a switching fee, which you will be liable for, if applicable.
- 8. Notices:** Notices sent by Starion to Customer will be sent in the method chosen by the Customer, whenever possible. Otherwise, notices will revert to the default of U.S. Mail. If Customer selects to receive electronic communications from Starion, it is the Customer's responsibility to ensure that the email address provided is current and notify Starion of any changes. If you provide Starion with your email address, you consent to receive communications from Starion in electronic form.
- 9. Termination of Agreement:**
- a. **Termination by Customer:** Customer may terminate this Agreement without penalty at any time by contacting Starion. If you terminate this Agreement, you will be returned to the Utility's standard service unless you choose another retail supplier. The effective termination date will be determined as set forth in the Utility's tariff and applicable law. You will be obligated to pay for the natural gas and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different retail supplier or returning to standard service, Starion will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of service with Starion is effective. If you terminate this Agreement and return to the Utility's standard service, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.
  - b. **Termination by Starion:** Starion reserves the right to terminate this Agreement for any reason upon at least forty-five (45) but no more than ninety (90) calendar days' notice to the Customer at the address provided. The effective termination date will be the next applicable meter-read date after the 45-day period has expired as set forth in the Utility's tariff and applicable Ohio law. You will be obligated to pay for the natural gas and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If Starion terminates this Agreement early, you will be returned to your Utility's standard service unless you choose another retail supplier, without penalty. This Agreement will automatically terminate if any of the following occurs: (i) the requested service location is not served by the Utility, (ii) the customer moves outside the Utility service area or an area not served by Starion, or (iii) if Starion returns your account to your Utility's standard service.
- 10. Privacy Policy • Customer Information and Release Authorization:** By entering into this Agreement, you authorize Starion to obtain all information regarding your natural gas account including, but not limited to, account contact information and address(es), account number(s), billing and payment information and history, credit information, historical and future natural gas usage and peak natural gas demand, meter reading data, and characteristics of natural gas service. Starion will not release or sell your personal information to any other party without your consent unless required to do so by law or if necessary to defend or enforce the terms of this Agreement. Starion is prohibited from disclosing Customer's SSN and/or account number(s) without the Customer's consent except in accordance with 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.
- 11. Representations • Warranties:** Starion makes no representations or warranties other than those expressly set forth in this Agreement, and STARION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Starion does not represent any guarantee of savings under this Agreement.
- 12. Limitation of Liability:** Starion's liability in connection with this Agreement, including without limitation any alleged liability for Early Termination by Starion as explained above, shall not exceed the amount of your largest monthly invoice for natural gas service during the twelve (12) months immediately preceding termination of this Agreement. In no event shall either party be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect or punitive damages for claims arising under this Agreement.
- 13. Binding Effect • Agency • Assignment:** This Agreement shall extend to and be binding upon Starion's and Customer's respective successors and permitted assigns; provided, however, that Customer may not assign this Agreement without Starion's prior written consent, and any purported assignment without such consent shall be void. You appoint Starion as your agent to provide retail natural gas service, including the related services appropriate to provide that service to you. Starion may assign its rights and obligations under this Agreement to an affiliate of Starion or to another retail supplier licensed to do business in Ohio, in whole or in part, subject to compliance with applicable law.
- 14. Force Majeure:** Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees on terms it deems unfavorable.
- 15. Customer Service:**
- a. In the event of a dispute or disagreement involving Starion's services, you and Starion agree to use our best efforts to resolve the dispute. Most concerns can be resolved by calling our Customer Service Department at 1-800-600-3040. You may also email [info@starionenergy.com](mailto:info@starionenergy.com) or write to Starion Energy, P.O. Box 845, Middlebury, CT 06762. Starion's Customer Service is available Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time.
  - b. If your complaint is not resolved after you have contacted Starion, 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 eight a.m. to five 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 PUCO. The OCC can be reached at 1-877-742-5622 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

## 16. Claims Resolution:

- a. In the event Starion is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through arbitration or litigation. It includes an arbitration provision. You may reject the arbitration provision by sending us written notice within 45 days after your first energy bill with Starion as your supplier. See Your Right to Reject Arbitration below.
- b. For this section, you and Starion (“us” or “we”) include any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any agreement with us or any rates charged on any such account, (b) advertisements, promotions or statements related to any rate plans, goods or services under any agreement with us, (c) benefits and services related to Customer’s account with us (including rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.
- c. Sending a Claim Notice: Before beginning arbitration or a lawsuit, you and we agree to send a written notice (a Claim Notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. Go to [www.starionenergy.com](http://www.starionenergy.com) and select your state of residence for a sample form of Claim Notice. The Claim Notice must describe the claim and state the specific relief demanded. Notice to you will be sent to your billing address. Notice to us must include your name, address and account number and be sent to Starion Energy, Attn: Compliance Dept., P.O. Box 845, Middlebury, CT 06762. If the claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.
- d. Arbitration: You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator’s decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator’s decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.
  - i. Initiating Arbitration: Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization’s rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (“FAA”). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.
  - ii. Limitations on Arbitration: If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Starion customers or other persons similarly situated. The arbitrator’s authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.
  - iii. Arbitration Procedures: This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for \$5,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party’s request, the arbitrator will provide a brief written explanation of the award. The arbitrator’s award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision appealed. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.
  - iv. Arbitration Fees and Costs: You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.



- v. **Additional Arbitration Awards:** Only if the arbitrator rules in your favor for an amount greater than any final offer we made before the first arbitration hearing is conducted, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$1,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.
  - vi. **Your Right to Reject Arbitration:** You may reject this Arbitration provision by sending a written rejection notice to us at: Starion Energy, Attn: Compliance Department, P.O. Box 845, Middlebury, CT 06762. Go to [www.starionenergy.com](http://www.starionenergy.com) and select your state of residence for a sample rejection notice. Your rejection notice must be mailed within 45 days after the date of your first energy bill with Starion as your supplier. Your rejection notice must state that you reject the Arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to receive energy supplied by us or any other benefit, product or service you may have with your account.
  - e. **Continuation:** This Section 16 will survive termination of your Agreement, voluntary payment of your account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your account (in the case of a sale, its terms will apply to the buyer of your account). If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.
- 17. Other Provisions:** This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of natural gas service and supersedes any and all prior agreements, whether written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and Starion. Electronic acceptance of the terms is an agreement to initiate service and begin enrollment. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by the laws of Ohio. You acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant. By executing this Agreement, you represent and warrant that you have the necessary authority to execute this Agreement.
- 18. Contact Information: Starion Energy NY, Inc.**  
· **Mailing Address:** PO Box 845 Middlebury, CT 06762  
· **Toll-Free Telephone:** 1-800-600-3040  
· **E-mail/Web:** [info@starionenergy.com](mailto:info@starionenergy.com) · [www.starionenergy.com](http://www.starionenergy.com)
- In the event of an emergency, such as a natural gas leak, contact your Utility. If Customer smells gas immediately call the Utility at its emergency number and contact local emergency personnel.**  
Duke Energy – General: 800-544-6900 · Emergencies: 800-543-5599 (electric) 800-634-4300 (gas)

**Starion Energy Customer Service**  
**1-800-600-3040**

Monday-Friday · 9:00am-5:00pm ET  
P.O. Box 845 · Middlebury, CT 06762  
[www.starionenergy.com](http://www.starionenergy.com)



February 20, 2018

[REDACTED]  
[REDACTED]  
CINCINNATI, OH 45215

## Welcome To Starion Energy!

Account Number: [REDACTED]  
Commodity: Electric  
Rate Plan: Starion Simple  
Notification Preference: US Mail  
Starion Rewards ID: [REDACTED]

Dear Customer:

Thank you for choosing Starion Energy as your preferred energy provider. It is our privilege to serve you, and we hope to exceed your expectations.

As a competitive energy provider, our goal is to deliver superior customer service and energy plans that fit your needs. Our USA-based customer service team will be happy to assist you. And because we value your time, all calls are answered by a live team member during normal business hours.

As a reminder, while Starion Energy is your supplier, your local utility will continue to deliver the energy to your home and business and respond to any service requests or outages. Starion Energy will be listed as the alternate supplier on your regular monthly bill, and you will make all payments directly to your local utility as always.



With Starion, you get *more* than just energy. Active Starion Energy customers can enroll in our *Starion Rewards* program. By joining this unique and free program, customers can receive savings on everyday shopping, dining, grocery and travel needs from name brand providers. All you need is an email address. Visit [www.starionrewards.com/signup](http://www.starionrewards.com/signup) to get started!

Starion Energy is also proud to give back to the communities we serve. Through our *Starion Cares* initiative, we regularly support national and local charities. To learn more about how we make a difference, visit [www.starionenergy.com](http://www.starionenergy.com).

Finally, please take a few minutes to review the enclosed agreement materials. If you have any questions or believe any of this information is incorrect, please contact us as soon as possible for assistance.

Thanks again for choosing Starion Energy. We look forward to serving you.

**Starion Energy Customer Service**







## STARION SIMPLE PLAN OHIO CONTRACT SUMMARY

<b>Rate Plan</b>	Starion Simple
<b>Commodity</b>	Electric
<b>Price</b>	<p>The price for your first billing cycle will be <b>\$0.0599 per kWh</b>. Thereafter your price will be Variable and determined month-to-month based on Starion's Variable Price Methodology. See Terms of Service for more information. An Account Management Fee applies each month, if applicable.</p> <p>An Account Management Fee calculated at \$0.24 per day applies each month.</p>
<b>Initial Term</b>	<p><b>The term of this Agreement is month-to-month</b></p> <p>This Agreement will begin on the next available meter-read date after your enrollment is processed, which may take 1-2 cycles.</p>
<b>Right to Rescind</b>	<p>Your Utility will be sending a confirmation notice to you regarding the transfer of service.</p> <p><u>Electric</u>: You have 7 calendar days from the postmark date to rescind this contract.</p> <p><u>Natural Gas</u>: You have 7 business days from the postmark date to rescind this contract. To rescind, you must contact your Utility. Duke: 1-800-544-6900</p>
<b>Cancellation</b>	<p>If you decide to cancel after service is initiated, you may do so by contacting us. The effective date of cancellation will occur based on your meter cycle schedule. There is no early termination fee if you decide to cancel.</p>
<b>Billing</b>	<p>Your Utility will continue to bill you each month for their delivery service charges, and Starion's charges for supply service. Starion does not offer budget billing for the supply portion of the bill.</p>
<b>Contact Us</b>	<p><b>Call us toll-free at 1-800-600-3040</b></p> <p>Our customer service team is available to assist you during normal business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Time</p> <p><b>Visit us online at <a href="http://www.starionenergy.com">www.starionenergy.com</a>.</b></p> <p><u>Mailing Address</u>: P.O. Box 845, Middlebury, CT 06762</p>
<b>Customer Information</b>	<p>██████████</p> <p>██████████</p> <p>Cincinnati, OH 45215</p> <p>Account No.: ██████████</p>







**AGREEMENT TO PURCHASE ELECTRICITY  
STARION SIMPLE PLAN  
OHIO TERMS OF SERVICE**

Starion Energy PA, Inc. ("Starion") is a certified retail electric supplier provider ("retail supplier") certified by the Ohio Public Utilities Commission ("PUCO") to offer and supply electricity to customers in the State of Ohio (Certificate No. 13-381E). The PUCO does not regulate the prices or other charges from Starion found in this Agreement. Customer understands that Starion is not affiliated with or representing the Local Utility ("Utility") or the PUCO. You acknowledge that switching to Starion, or another retail supplier, is not mandatory, and that you have the option to receive standard service from your Utility.

- 1. Agreement to Purchase Electricity:** These Terms of Service, together with your Third-Party Verification ("TPV") and/or or Customer Application, and your Contract Summary, constitute the agreement between Starion and the customer ("you" or "Customer") by which Starion agrees to sell and supply electricity to Customer, and Customer agrees to purchase and receive electricity from Starion, pursuant to the terms set forth herein (the "Agreement"). Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in the Contract Summary. This Agreement is contingent upon Customer providing complete and accurate information to Starion and subject to final acceptance by Starion.
- 2. Nature of Services:** This Agreement authorizes Starion to change your electricity supplier. Starion will supply electricity to the Customer for the electricity account(s) authorized by the Customer. The electricity supplied by Starion will be delivered to the Customer by the Utility. The amount of electricity supplied under this Agreement is subject to change based on usage data provided to Starion by the Utility.
- 3. Price • Charges for Service:**
  - a. Price: *Under this Agreement, Customer's price per kilowatt hour ("kWh") will be Variable with no price cap and determined month-to-month based on Starion's Variable Price Methodology. New customers may receive a one-time introductory price, as indicated in your TPV or Customer Application and confirmed in your Contract Summary. There is no limit on how much the Variable price may change from one billing cycle to the next. Your price may be higher or lower than the Utility's price for standard service at any time and Starion cannot guarantee savings over the Utility's price in any given month or over the duration of your contract. You can obtain your current variable price by calling 1-800-600-3040.*
  - b. Starion's Variable Price Methodology: The Variable price shall be calculated monthly at Starion's discretion to reflect the cost of electricity obtained from all sources (including energy, capacity, and ancillaries), market conditions in any or all of the PJM, NEISO, MISO, and NYISO territories, other market-related factors, all applicable taxes, fees, charges and other assessments, plus Starion's costs, expenses, and margins.
  - c. Calculation of Charges: *Starion will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period, and adding to the product of (i) and (ii) an Account Management Fee, if applicable. This Agreement does not include your Utility's service and delivery charges or any applicable state and local taxes.*
  - d. Account Management Fee ("AMF"): *An Account Management Fee may be applied to each billing cycle, as stated in your Contract Summary. The AMF is charged for customer database management, utility data reconciliation, energy procurement and other operating costs as determined in Starion's discretion.*
- 4. Term:** The term of this Agreement shall be month-to-month and will continue until it is terminated by your or Starion subject to the provisions of Section 9. Service under this Agreement will begin on the earliest date as determined by the Customer's current account status and meter cycle. For a new customer, service under this Agreement will begin on the meter-read date following acceptance of the enrollment as determined by the Utility, and may take 1-2 billing cycles. While receiving service on a month-to-month basis, you may choose to enter into a new Agreement with Starion, and either you or Starion may terminate this Agreement and/or cancel service without penalty. **Starion can renew this Agreement without the Customer's affirmative consent even when there is a change in the rate or other terms and conditions.**
- 5. Right to Rescind:** Following enrollment, you will receive a confirmation notice from your Utility regarding the transfer of service. You have the right to rescind this Agreement without penalty within seven (7) calendar days following the postmark date of the confirmation notice. To rescind, you must contact your Utility and may do so orally, electronically, or in writing.
- 6. Billing and Payment:**
  - a. Billing Arrangements: You will receive a consolidated bill from the Utility for each billing period containing the charges for both the electric supply services provided by Starion, in addition to the distribution, transmission and other services provided by your Utility. You will continue to make payment for all of these services to the Utility in accordance with the payment terms stated in the Utility's tariffs. Starion's charges are due when the Utility's charges are due. **Starion does not offer budget billing directly for its services provided under this Agreement.** Customer agrees to timely review its invoices and agrees that subject to applicable tariff and law, unless notice is given to Starion within ninety (90) days of the invoice date, all invoiced amounts will be deemed by you to be correct and Customer shall waive any right to dispute amounts set forth and rate charged on such invoice. You have the right to request from Starion, twice within a twelve-month period, up to twenty-four (24) months of your payment history without charge, if available.
  - b. Non-Payment: You will be responsible for any late payment fees charged by your Utility. In the event your Utility charges Starion for services related to your account, Starion reserves the right to bill you for these charges. Starion reserves the right to terminate this Agreement upon fourteen (14) calendar days' notice to you for non-payment for failure to meet any agreed-upon payment terms. Customer's failure to pay electric utility charges may result in Customer's account being disconnected in accordance with the Utility's tariff.

- 7. Cancellation of Existing Service:** If you presently purchase your electric supply service from another retail supplier, you are responsible for canceling that service pursuant to the terms of your agreement with your existing retail supplier, and for any cancellation fees that may apply. Your Utility may charge you a switching fee, which you will be liable for, if applicable.
- 8. Notices:** Notices sent by Starion to Customer will be sent in the method chosen by the Customer, whenever possible. Otherwise, notices will revert to the default of U.S. Mail. If Customer selects to receive electronic communications from Starion, it is the Customer's responsibility to ensure that the email address provided is current and notify Starion of any changes. If you provide Starion with your email address, you consent to receive communications from Starion in electronic form.
- 9. Termination of Agreement:**
- a. **Termination by Customer:** Customer may terminate this Agreement without penalty at any time by contacting Starion. If you terminate this Agreement, you will be returned to the Utility's standard service unless you choose another retail supplier. The effective termination date will be determined as set forth in the Utility's tariff and applicable law. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different retail supplier or returning to standard service, Starion will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of service with Starion is effective. If you terminate this Agreement and return to the Utility's standard service, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.
  - b. **Termination by Starion:** Starion reserves the right to terminate this Agreement for any reason upon at least forty-five (45) but no more than ninety (90) calendar days' notice to the Customer at the address provided. The effective termination date will be the next applicable meter-read date after the 45-day period has expired as set forth in the Utility's tariff and applicable Ohio law. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If Starion terminates this Agreement early, you will be returned to your Utility's standard service unless you choose another retail supplier, without penalty.
- 10. Privacy Policy • Customer Information and Release Authorization:** By entering into this Agreement, you authorize Starion to obtain all information regarding your electricity account including, but not limited to, account contact information and address(es), account number(s), billing and payment information and history, credit information, historical and future electricity usage and peak electricity demand, meter reading data including smart meter data, and characteristics of electricity service. Starion will not release or sell your personal information to any other party without your consent unless required to do so by law or if necessary to defend or enforce the terms of this Agreement. Starion is prohibited from disclosing Customer's SSN and/or account number(s) without the Customer's consent except for (i) Starion's own collections and credit reporting; (ii) participation in programs funded by the universal service fund pursuant to 4928.52 of the Ohio Revised Code; or (iii) assigning this Agreement to another retail supplier.
- 11. Representations • Warranties:** Starion makes no representations or warranties other than those expressly set forth in this Agreement, and STARION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Starion does not represent any guarantee of savings under this Agreement.
- 12. Limitation of Liability:** Starion's liability in connection with this Agreement, including without limitation any alleged liability for Early Termination by Starion as explained above, shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. In no event shall either party be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect or punitive damages for claims arising under this Agreement.
- 13. Binding Effect • Agency • Assignment:** This Agreement shall extend to and be binding upon Starion's and Customer's respective successors and permitted assigns; provided, however, that Customer may not assign this Agreement without Starion's prior written consent, and any purported assignment without such consent shall be void. You appoint Starion as your agent to provide retail electric service, including electric transportation, transmission and related services appropriate to provide that service to you. Starion may assign its rights and obligations under this Agreement to an affiliate of Starion or to another retail supplier licensed to do business in Ohio, in whole or in part, subject to compliance with applicable law.
- 14. Force Majeure:** Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees on terms it deems unfavorable.
- 15. Customer Service:**
- a. In the event of a dispute or disagreement involving Starion's services, you and Starion agree to use our best efforts to resolve the dispute. Most concerns can be resolved by calling our Customer Service Department at 1-800-600-3040. You may also email [info@starionenergy.com](mailto:info@starionenergy.com) or write to Starion Energy, P.O. Box 845, Middlebury, CT 06762. Starion's Customer Service is available Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time.
  - b. If your complaint is not resolved after you have contacted Starion and/or your electric 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 eight a.m. to five 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 PUCO. The OCC can be reached at 1-877-742-5622 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

## 16. Claims Resolution:

- a. In the event Starion is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through arbitration or litigation. It includes an arbitration provision. You may reject the arbitration provision by sending us written notice within 45 days after your first energy bill with Starion as your supplier. See Your Right to Reject Arbitration below.
- b. For this section, you and Starion ("us" or "we") include any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any agreement with us or any rates charged on any such account, (b) advertisements, promotions or statements related to any rate plans, goods or services under any agreement with us, (c) benefits and services related to Customer's account with us (including rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.
- c. Sending a Claim Notice: Before beginning arbitration or a lawsuit, you and we agree to send a written notice (a Claim Notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. Go to [www.starionenergy.com](http://www.starionenergy.com) and select your state of residence for a sample form of Claim Notice. The Claim Notice must describe the claim and state the specific relief demanded. Notice to you will be sent to your billing address. Notice to us must include your name, address and account number and be sent to Starion Energy, Attn: Compliance Dept., P.O. Box 845, Middlebury, CT 06762. If the claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.
- d. Arbitration: You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.
  - i. Initiating Arbitration: Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 ("FAA"). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.
  - ii. Limitations on Arbitration: If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Starion customers or other persons similarly situated. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.
  - iii. Arbitration Procedures: This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for \$5,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision appealed. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.
  - iv. Arbitration Fees and Costs: You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.



- v. **Additional Arbitration Awards:** Only if the arbitrator rules in your favor for an amount greater than any final offer we made before the first arbitration hearing is conducted, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$1,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.
  - vi. **Your Right to Reject Arbitration:** You may reject this Arbitration provision by sending a written rejection notice to us at: Starion Energy, Attn: Compliance Department, P.O. Box 845, Middlebury, CT 06762. Go to [www.starionenergy.com](http://www.starionenergy.com) and select your state of residence for a sample rejection notice. Your rejection notice must be mailed within 45 days after the date of your first energy bill with Starion as your supplier. Your rejection notice must state that you reject the Arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to receive energy supplied by us or any other benefit, product or service you may have with your account.
  - e. **Continuation:** This Section 16 will survive termination of your Agreement, voluntary payment of your account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your account (in the case of a sale, its terms will apply to the buyer of your account). If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.
- 17. Other Provisions:** This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of electric generation service and supersedes any and all prior agreements, whether written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and Starion. Electronic acceptance of the terms is an agreement to initiate service and begin enrollment. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by the laws of Ohio. You acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant. By executing this Agreement, you represent and warrant that you have the necessary authority to execute this Agreement.
- 18. Contact Information: Starion Energy PA, Inc.**  
· **Mailing Address:** PO Box 845 Middlebury, CT 06762  
· **Toll-Free Telephone:** 1-800-600-3040  
· **E-mail/Web:** [info@starionenergy.com](mailto:info@starionenergy.com) · [www.starionenergy.com](http://www.starionenergy.com)  
**In the event of an emergency, such as a downed power line, contact your Utility.**  
Duke Energy – General: 800-544-6900 · Emergencies: 800-543-5599 (electric) 800-634-4300 (gas)

**Starion Energy Customer Service**  
**1-800-600-3040**

Monday-Friday · 9:00am-5:00pm ET  
P.O. Box 845 · Middlebury, CT 06762  
[www.starionenergy.com](http://www.starionenergy.com)



February 20, 2018

[REDACTED]  
[REDACTED]  
CINCINNATI, OH 45215

## Welcome To Starion Energy!

Account Number: [REDACTED]  
Commodity: Electric  
Rate Plan: Starion Simple  
Notification Preference: US Mail  
Starion Rewards ID: [REDACTED]

Dear Customer:

Thank you for choosing Starion Energy as your preferred energy provider. It is our privilege to serve you, and we hope to exceed your expectations.

As a competitive energy provider, our goal is to deliver superior customer service and energy plans that fit your needs. Our USA-based customer service team will be happy to assist you. And because we value your time, all calls are answered by a live team member during normal business hours.

As a reminder, while Starion Energy is your supplier, your local utility will continue to deliver the energy to your home and business and respond to any service requests or outages. Starion Energy will be listed as the alternate supplier on your regular monthly bill, and you will make all payments directly to your local utility as always.



With Starion, you get *more* than just energy. Active Starion Energy customers can enroll in our *Starion Rewards* program. By joining this unique and free program, customers can receive savings on everyday shopping, dining, grocery and travel needs from name brand providers. All you need is an email address. Visit [www.starionrewards.com/signup](http://www.starionrewards.com/signup) to get started!

Starion Energy is also proud to give back to the communities we serve. Through our *Starion Cares* initiative, we regularly support national and local charities. To learn more about how we make a difference, visit [www.starionenergy.com](http://www.starionenergy.com).

Finally, please take a few minutes to review the enclosed agreement materials. If you have any questions or believe any of this information is incorrect, please contact us as soon as possible for assistance.

Thanks again for choosing Starion Energy. We look forward to serving you.

**Starion Energy Customer Service**









## STARION SIMPLE PLAN OHIO CONTRACT SUMMARY

<b>Rate Plan</b>	Starion Simple
<b>Commodity</b>	Electric
<b>Price</b>	<p>The price for your first billing cycle will be <b>\$0.0599 per kWh</b>. Thereafter your price will be Variable and determined month-to-month based on Starion's Variable Price Methodology. See Terms of Service for more information. An Account Management Fee applies each month, if applicable.</p> <p>An Account Management Fee calculated at \$0.24 per day applies each month.</p>
<b>Initial Term</b>	<p><b>The term of this Agreement is month-to-month</b></p> <p>This Agreement will begin on the next available meter-read date after your enrollment is processed, which may take 1-2 cycles.</p>
<b>Right to Rescind</b>	<p>Your Utility will be sending a confirmation notice to you regarding the transfer of service.</p> <p><u>Electric</u>: You have 7 calendar days from the postmark date to rescind this contract.</p> <p><u>Natural Gas</u>: You have 7 business days from the postmark date to rescind this contract. To rescind, you must contact your Utility. Duke: 1-800-544-6900</p>
<b>Cancellation</b>	<p>If you decide to cancel after service is initiated, you may do so by contacting us. The effective date of cancellation will occur based on your meter cycle schedule. There is no early termination fee if you decide to cancel.</p>
<b>Billing</b>	<p>Your Utility will continue to bill you each month for their delivery service charges, and Starion's charges for supply service. Starion does not offer budget billing for the supply portion of the bill.</p>
<b>Contact Us</b>	<p><b>Call us toll-free at 1-800-600-3040</b></p> <p>Our customer service team is available to assist you during normal business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Time</p> <p><b>Visit us online at <a href="http://www.starionenergy.com">www.starionenergy.com</a>.</b></p> <p><u>Mailing Address</u>: P.O. Box 845, Middlebury, CT 06762</p>
<b>Customer Information</b>	<p>██████████</p> <p>████████████████████</p> <p>Cincinnati, OH 45215</p> <p>Account No.: ██████████</p>





**AGREEMENT TO PURCHASE ELECTRICITY  
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- 2. Nature of Services:** This Agreement authorizes Starion to change your electricity supplier. Starion will supply electricity to the Customer for the electricity account(s) authorized by the Customer. The electricity supplied by Starion will be delivered to the Customer by the Utility. The amount of electricity supplied under this Agreement is subject to change based on usage data provided to Starion by the Utility.
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  - c. Calculation of Charges: *Starion will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period, and adding to the product of (i) and (ii) an Account Management Fee, if applicable. This Agreement does not include your Utility's service and delivery charges or any applicable state and local taxes.*
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- 9. Termination of Agreement:**
- a. **Termination by Customer:** Customer may terminate this Agreement without penalty at any time by contacting Starion. If you terminate this Agreement, you will be returned to the Utility's standard service unless you choose another retail supplier. The effective termination date will be determined as set forth in the Utility's tariff and applicable law. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different retail supplier or returning to standard service, Starion will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of service with Starion is effective. If you terminate this Agreement and return to the Utility's standard service, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.
  - b. **Termination by Starion:** Starion reserves the right to terminate this Agreement for any reason upon at least forty-five (45) but no more than ninety (90) calendar days' notice to the Customer at the address provided. The effective termination date will be the next applicable meter-read date after the 45-day period has expired as set forth in the Utility's tariff and applicable Ohio law. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If Starion terminates this Agreement early, you will be returned to your Utility's standard service unless you choose another retail supplier, without penalty.
- 10. Privacy Policy • Customer Information and Release Authorization:** By entering into this Agreement, you authorize Starion to obtain all information regarding your electricity account including, but not limited to, account contact information and address(es), account number(s), billing and payment information and history, credit information, historical and future electricity usage and peak electricity demand, meter reading data including smart meter data, and characteristics of electricity service. Starion will not release or sell your personal information to any other party without your consent unless required to do so by law or if necessary to defend or enforce the terms of this Agreement. Starion is prohibited from disclosing Customer's SSN and/or account number(s) without the Customer's consent except for (i) Starion's own collections and credit reporting; (ii) participation in programs funded by the universal service fund pursuant to 4928.52 of the Ohio Revised Code; or (iii) assigning this Agreement to another retail supplier.
- 11. Representations • Warranties:** Starion makes no representations or warranties other than those expressly set forth in this Agreement, and STARION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Starion does not represent any guarantee of savings under this Agreement.
- 12. Limitation of Liability:** Starion's liability in connection with this Agreement, including without limitation any alleged liability for Early Termination by Starion as explained above, shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. In no event shall either party be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect or punitive damages for claims arising under this Agreement.
- 13. Binding Effect • Agency • Assignment:** This Agreement shall extend to and be binding upon Starion's and Customer's respective successors and permitted assigns; provided, however, that Customer may not assign this Agreement without Starion's prior written consent, and any purported assignment without such consent shall be void. You appoint Starion as your agent to provide retail electric service, including electric transportation, transmission and related services appropriate to provide that service to you. Starion may assign its rights and obligations under this Agreement to an affiliate of Starion or to another retail supplier licensed to do business in Ohio, in whole or in part, subject to compliance with applicable law.
- 14. Force Majeure:** Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees on terms it deems unfavorable.
- 15. Customer Service:**
- a. In the event of a dispute or disagreement involving Starion's services, you and Starion agree to use our best efforts to resolve the dispute. Most concerns can be resolved by calling our Customer Service Department at 1-800-600-3040. You may also email [info@starionenergy.com](mailto:info@starionenergy.com) or write to Starion Energy, P.O. Box 845, Middlebury, CT 06762. Starion's Customer Service is available Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time.
  - b. If your complaint is not resolved after you have contacted Starion and/or your electric 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 eight a.m. to five 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 PUCO. The OCC can be reached at 1-877-742-5622 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.



## 16. Claims Resolution:

- a. In the event Starion is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through arbitration or litigation. It includes an arbitration provision. You may reject the arbitration provision by sending us written notice within 45 days after your first energy bill with Starion as your supplier. See Your Right to Reject Arbitration below.
- b. For this section, you and Starion ("us" or "we") include any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any agreement with us or any rates charged on any such account, (b) advertisements, promotions or statements related to any rate plans, goods or services under any agreement with us, (c) benefits and services related to Customer's account with us (including rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.
- c. Sending a Claim Notice: Before beginning arbitration or a lawsuit, you and we agree to send a written notice (a Claim Notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. Go to [www.starionenergy.com](http://www.starionenergy.com) and select your state of residence for a sample form of Claim Notice. The Claim Notice must describe the claim and state the specific relief demanded. Notice to you will be sent to your billing address. Notice to us must include your name, address and account number and be sent to Starion Energy, Attn: Compliance Dept., P.O. Box 845, Middlebury, CT 06762. If the claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.
- d. Arbitration: You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.
  - i. Initiating Arbitration: Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 ("FAA"). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.
  - ii. Limitations on Arbitration: If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Starion customers or other persons similarly situated. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.
  - iii. Arbitration Procedures: This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for \$5,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision appealed. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.
  - iv. Arbitration Fees and Costs: You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

- v. Additional Arbitration Awards: Only if the arbitrator rules in your favor for an amount greater than any final offer we made before the first arbitration hearing is conducted, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$1,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.
  - vi. Your Right to Reject Arbitration: You may reject this Arbitration provision by sending a written rejection notice to us at: Starion Energy, Attn: Compliance Department, P.O. Box 845, Middlebury, CT 06762. Go to [www.starionenergy.com](http://www.starionenergy.com) and select your state of residence for a sample rejection notice. Your rejection notice must be mailed within 45 days after the date of your first energy bill with Starion as your supplier. Your rejection notice must state that you reject the Arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to receive energy supplied by us or any other benefit, product or service you may have with your account.
  - e. Continuation: This Section 16 will survive termination of your Agreement, voluntary payment of your account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your account (in the case of a sale, its terms will apply to the buyer of your account). If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.
- 17. Other Provisions:** This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of electric generation service and supersedes any and all prior agreements, whether written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and Starion. Electronic acceptance of the terms is an agreement to initiate service and begin enrollment. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by the laws of Ohio. You acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant. By executing this Agreement, you represent and warrant that you have the necessary authority to execute this Agreement.
- 18. Contact Information: Starion Energy PA, Inc.**  
· Mailing Address: PO Box 845 Middlebury, CT 06762  
· Toll-Free Telephone: 1-800-600-3040  
· E-mail/Web: [info@starionenergy.com](mailto:info@starionenergy.com) · [www.starionenergy.com](http://www.starionenergy.com)  
**In the event of an emergency, such as a downed power line, contact your Utility.**  
Duke Energy – General: 800-544-6900 · Emergencies: 800-543-5599 (electric) 800-634-4300 (gas)

P.O. Box 421289  
Houston TX 77242



October 30, 2018

[REDACTED]  
[REDACTED]  
Cincinnati, OH 45215

Utility: Duke  
Account Number: [REDACTED]

**NO ACTION REQUIRED:** Your service will continue under your current service agreement without interruption.

Dear [REDACTED]

Starion Energy NY, Inc. ("Starion") has appreciated the opportunity to serve as the Competitive Retail Natural Gas Supplier (CRNGS) for your Duke account. However, in accordance with your terms and conditions, we are writing to let you know that Starion will assign your natural gas service to Verde Energy USA Ohio, LLC ("Verde"), another CRNGS licensed by the Public Utilities Commission of Ohio, effective with your first meter read date after the assignment transaction, on approximately December 5, 2018. After such date, you should contact Verde directly regarding your natural gas supply service.

Verde is run by an experienced team of energy experts with decades of retail energy supply and utility experience. The Verde team's experience in deregulated energy markets enables them to offer competitive prices and friendly customer service.

**No action is required on your part when this transfer occurs. Verde will honor your current agreement in place with Starion and there will be no changes to the terms or conditions through the life of your current contract. This transfer will not cause an interruption of your natural gas services and you should continue to pay your Duke bill as normal and call Duke in case of an outage or emergency just as you do today. The same quality support and service that you are used to with Starion will continue with Verde.**

If you have a fixed rate plan with Starion, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply if your current contract provides for them). If you are currently served under a variable rate with Starion, your service will continue under the same variable natural gas rate. You may also contact Verde directly to see what other options are available to you, including new options with Verde when your contract expires.

If you have any questions about the transfer of service, please contact Starion by December 4, 2018. For your convenience, the contact information for both companies is shown below. We thank you for the opportunity to serve you and we are confident you will enjoy your new service with Verde.

Kind Regards,

A handwritten signature in cursive script, appearing to read "Ruzhdi Dauti".

Ruzhdi Dauti  
President  
Starion Energy NY, Inc.  
P.O. Box 845  
Middlebury, CT 06762  
Phone: 1-800-600-3040  
Email: [service@starionenergy.com](mailto:service@starionenergy.com)  
Call Center: Mon-Fri: 9:00AM-5:00PM EST

A handwritten signature in cursive script, appearing to read "N/K".

Nathan Kroeker  
Chief Executive Officer and President  
Verde Energy USA Ohio, LLC  
12140 Wickchester Ln., Ste. 100  
Houston, TX 77079  
Phone: 800-388-3862  
Email: [service@verdeenergyusa.com](mailto:service@verdeenergyusa.com)  
Call Center: Mon-Fri: 8:00AM-6:00PM EST



## Frequently Asked Questions

### **Will my natural gas service be cut off?**

No, this transfer will not cause an interruption of your natural gas services and you should continue to pay your Duke bill as normal.

### **Who do I call in case of a power outage or emergency?**

Your Utility has not changed; you should call Duke for any outage or emergency just as you do today.

### **Will my current rate change?**

If you have a fixed rate plan with Starion, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply). If you are currently served under a variable rate with Starion, your service will continue under the same variable natural gas rate. After December 4, 2018 you may also contact Verde directly to see what other options are available when your contract expires.

### **Will my meter read cycle or utility charges change?**

No, you will continue to receive your bill from Duke as you always have. The only change is that Verde will now be listed as the CRNGS.

### **What will happen to my contract / agreement with Starion?**

Contract assignment is allowed per the terms and conditions of your Starion agreement. Verde will honor your current agreements with Starion, so no changes will occur with their terms or conditions until the contract end date. If you are a Starion customer on a Variable Rate Plan, the variable natural gas rate will continue to remain on the same variable rate. You will also be eligible to renew to a fixed rate plan with Verde.

### **My contract was about to expire with Starion, what does this mean for me?**

If the contract expires before the effective date of your transfer, your service will continue under the Starion variable rate unless you choose a new fixed rate from Verde. If your contract expires after the effective date of your transfer, contact Verde for their current plan offerings.

### **Do I need to do anything to switch to Verde?**

No, you will not need to do anything. We will make this transition as smooth as possible for you. Starion will assign your natural gas service to Verde, another CRNGS licensed by the Public Utilities Commission of Ohio.

### **When can I expect Verde to become my official CRNGS?**

Starion will assign your natural gas service to Verde, another CRNGS licensed by the Public Utilities Commission of Ohio, effective with your first meter reading date after the assignment transaction, on approximately December 5, 2018.

### **Will I need to sign up with Verde or go through a credit check again?**

No, Verde welcomes you as their customer in a clear and hassle-free way.

### **How will I know when I have started services with Verde?**

Verde will appear as your CRNGS in the Energy Supply portion of your utility bill.

### **Will I be able to opt out of the switch to Verde?**

Yes. You can opt out of the switch to Verde by requesting to stay with Starion, drop to Duke or switch to another CRNGS while active with Starion. Early Termination Fees will apply if set forth in your current contract with Starion and only if you cancel your agreement with Starion prior to the end of your contract term. Your Early Termination Fee would be \$0.

### **Who do I contact should I have questions?**

If you have any questions about the transfer of service, please contact Starion.

Phone: 1-800-600-3040

Email: [service@starionenergy.com](mailto:service@starionenergy.com)

Call Center: Mon-Fri: 9:00AM-5:00PM EST

### **How can I learn more about Verde as my new CRNGS?**

Please visit Verde online at [www.verdeenergy.com](http://www.verdeenergy.com).

P.O. Box 421289  
Houston TX 77242



October 30, 2018

[REDACTED]  
[REDACTED]  
Cincinnati, OH 45215

Utility: Duke

Account Number: [REDACTED]

**NO ACTION REQUIRED:** Your service will continue under your current service agreement without interruption.

Dear [REDACTED]

Starion Energy PA Inc. ("Starion") has appreciated the opportunity to serve as the Competitive Retail Electric Supplier (CRES) for your Duke account. However, in accordance with your terms and conditions, we are writing to let you know that Starion will assign your electric service to Verde Energy USA Ohio, LLC ("Verde"), another CRES licensed by the Public Utilities Commission of Ohio, effective with your first meter read date after the assignment transaction, on approximately December 5, 2018. After such date, you should contact Verde directly regarding your electric supply service.

Verde is run by an experienced team of energy experts with decades of retail energy supply and utility experience. The Verde team's experience in deregulated energy markets enables them to offer competitive prices and friendly customer service.

**No action is required on your part when this transfer occurs. Verde will honor your current agreement in place with Starion and there will be no changes to the terms or conditions through the life of your current contract. This transfer will not cause an interruption of your electric services and you should continue to pay your Duke bill as normal and call Duke in case of an outage or emergency just as you do today. The same quality support and service that you are used to with Starion will continue with Verde.**

If you have a fixed rate plan with Starion, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply if your current contract provides for them). If you are currently served under a variable rate with Starion, your service will continue under the same variable electric rate. You may also contact Verde directly to see what other options are available to you, including new options with Verde when your contract expires.

If you have any questions about the transfer of service, please contact Starion by December 4, 2018. For your convenience, the contact information for both companies is shown below. We thank you for the opportunity to serve you and we are confident you will enjoy your new service with Verde.

Kind Regards,

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Ruzhdi Dauti  
President  
Starion Energy PA Inc.  
P.O. Box 845  
Middlebury, CT 06762  
Phone: 1-800-600-3040  
Email: [service@starionenergy.com](mailto:service@starionenergy.com)  
Call Center: Mon-Fri: 9:00AM-5:00PM EST

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Nathan Kroeker  
Chief Executive Officer and President  
Verde Energy USA Ohio, LLC  
12140 Wickchester Ln., Ste. 100  
Houston, TX 77079  
Phone: 800-388-3862  
Email: [customercare@verdeenergyusa.com](mailto:customercare@verdeenergyusa.com)  
Call Center: Mon-Fri: 8:00AM-6:00PM EST

## Frequently Asked Questions

### **Will my electric service be cut off?**

No, this transfer will not cause an interruption of your electric services and you should continue to pay your Duke bill as normal.

### **Who do I call in case of a power outage or emergency?**

Your Utility has not changed; you should call Duke for any outage or emergency just as you do today.

### **Will my current rate change?**

If you have a fixed rate plan with Starion, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply). If you are currently served under a variable rate with Starion, your service will continue under the same variable electric rate. After December 4, 2018 you may also contact Verde directly to see what other options are available when your contract expires.

### **Will my meter read cycle or utility charges change?**

No, you will continue to receive your bill from Duke as you always have. The only change is that Verde will now be listed as the CRES.

### **What will happen to my contract / agreement with Starion?**

Contract assignment is allowed per the terms and conditions of your Starion agreement. Verde will honor your current agreements with Starion, so no changes will occur with their terms or conditions until the contract end date. If you are a Starion customer on a Variable Rate Plan, the variable electric rate will continue to remain on the same variable rate. You will also be eligible to renew to a fixed rate plan with Verde.

### **My contract was about to expire with Starion, what does this mean for me?**

If the contract expires before the effective date of your transfer, your service will continue under the Starion variable rate unless you choose a new fixed rate from Verde. If your contract expires after the effective date of your transfer, contact Verde for their current plan offerings.

### **Do I need to do anything to switch to Verde?**

No, you will not need to do anything. We will make this transition as smooth as possible for you. Starion will assign your electric service to Verde, another CRES licensed by the Public Utilities Commission of Ohio.

### **When can I expect Verde to become my official CRES?**

Starion will assign your electric service to Verde, another CRES licensed by the Public Utilities Commission of Ohio, effective with your first meter reading date after the assignment transaction, on approximately December 5, 2018.

### **Will I need to sign up with Verde or go through a credit check again?**

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Email: [service@starionenergy.com](mailto:service@starionenergy.com)

Call Center: Mon-Fri: 9:00AM-5:00PM EST

### **How can I learn more about Verde as my new CRES?**

Please visit Verde online at [www.verdeenergy.com](http://www.verdeenergy.com).

P.O. Box 421289  
Houston TX 77242



October 30, 2018

[REDACTED]  
[REDACTED]  
Cincinnati, OH 45215

Utility: Duke  
Account Number: [REDACTED]

**NO ACTION REQUIRED:** Your service will continue under your current service agreement without interruption.

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Ruzhdi Dauti  
President  
Starion Energy NY, Inc.  
P.O. Box 845  
Middlebury, CT 06762  
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Nathan Kroeker  
Chief Executive Officer and President  
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12140 Wickchester Ln., Ste. 100  
Houston, TX 77079  
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Call Center: Mon-Fri: 8:00AM-6:00PM EST

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No, you will not need to do anything. We will make this transition as smooth as possible for you. Starion will assign your natural gas service to Verde, another CRNGS licensed by the Public Utilities Commission of Ohio.

### **When can I expect Verde to become my official CRNGS?**

Starion will assign your natural gas service to Verde, another CRNGS licensed by the Public Utilities Commission of Ohio, effective with your first meter reading date after the assignment transaction, on approximately December 5, 2018.

### **Will I need to sign up with Verde or go through a credit check again?**

No, Verde welcomes you as their customer in a clear and hassle-free way.

### **How will I know when I have started services with Verde?**

Verde will appear as your CRNGS in the Energy Supply portion of your utility bill.

### **Will I be able to opt out of the switch to Verde?**

Yes. You can opt out of the switch to Verde by requesting to stay with Starion, drop to Duke or switch to another CRNGS while active with Starion. Early Termination Fees will apply if set forth in your current contract with Starion and only if you cancel your agreement with Starion prior to the end of your contract term. Your Early Termination Fee would be \$0.

### **Who do I contact should I have questions?**

If you have any questions about the transfer of service, please contact Starion.

Phone: 1-800-600-3040

Email: [service@starionenergy.com](mailto:service@starionenergy.com)

Call Center: Mon-Fri: 9:00AM-5:00PM EST

### **How can I learn more about Verde as my new CRNGS?**

Please visit Verde online at [www.verdeenergy.com](http://www.verdeenergy.com).

P.O. Box 421289  
Houston TX 77242



October 30, 2018

[REDACTED]  
[REDACTED]  
Cincinnati, OH 45215

Utility: Duke

Account Number: [REDACTED]

**NO ACTION REQUIRED:** Your service will continue under your current service agreement without interruption.

Dear [REDACTED]

Starion Energy PA Inc. ("Starion") has appreciated the opportunity to serve as the Competitive Retail Electric Supplier (CRES) for your Duke account. However, in accordance with your terms and conditions, we are writing to let you know that Starion will assign your electric service to Verde Energy USA Ohio, LLC ("Verde"), another CRES licensed by the Public Utilities Commission of Ohio, effective with your first meter read date after the assignment transaction, on approximately December 5, 2018. After such date, you should contact Verde directly regarding your electric supply service.

Verde is run by an experienced team of energy experts with decades of retail energy supply and utility experience. The Verde team's experience in deregulated energy markets enables them to offer competitive prices and friendly customer service.

**No action is required on your part when this transfer occurs. Verde will honor your current agreement in place with Starion and there will be no changes to the terms or conditions through the life of your current contract. This transfer will not cause an interruption of your electric services and you should continue to pay your Duke bill as normal and call Duke in case of an outage or emergency just as you do today. The same quality support and service that you are used to with Starion will continue with Verde.**

If you have a fixed rate plan with Starion, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply if your current contract provides for them). If you are currently served under a variable rate with Starion, your service will continue under the same variable electric rate. You may also contact Verde directly to see what other options are available to you, including new options with Verde when your contract expires.

If you have any questions about the transfer of service, please contact Starion by December 4, 2018. For your convenience, the contact information for both companies is shown below. We thank you for the opportunity to serve you and we are confident you will enjoy your new service with Verde.

Kind Regards,

A handwritten signature in cursive script, appearing to read "Ruzhdi Dauti".

Ruzhdi Dauti  
President  
Starion Energy PA Inc.  
P.O. Box 845  
Middlebury, CT 06762  
Phone: 1-800-600-3040  
Email: [service@starionenergy.com](mailto:service@starionenergy.com)  
Call Center: Mon-Fri: 9:00AM-5:00PM EST

A handwritten signature in cursive script, appearing to read "N/K".

Nathan Kroeker  
Chief Executive Officer and President  
Verde Energy USA Ohio, LLC  
12140 Wickchester Ln., Ste. 100  
Houston, TX 77079  
Phone: 800-388-3862  
Email: [customercare@verdeenergyusa.com](mailto:customercare@verdeenergyusa.com)  
Call Center: Mon-Fri: 8:00AM-6:00PM EST



## Frequently Asked Questions

### **Will my electric service be cut off?**

No, this transfer will not cause an interruption of your electric services and you should continue to pay your Duke bill as normal.

### **Who do I call in case of a power outage or emergency?**

Your Utility has not changed; you should call Duke for any outage or emergency just as you do today.

### **Will my current rate change?**

If you have a fixed rate plan with Starion, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply). If you are currently served under a variable rate with Starion, your service will continue under the same variable electric rate. After December 4, 2018 you may also contact Verde directly to see what other options are available when your contract expires.

### **Will my meter read cycle or utility charges change?**

No, you will continue to receive your bill from Duke as you always have. The only change is that Verde will now be listed as the CRES.

### **What will happen to my contract / agreement with Starion?**

Contract assignment is allowed per the terms and conditions of your Starion agreement. Verde will honor your current agreements with Starion, so no changes will occur with their terms or conditions until the contract end date. If you are a Starion customer on a Variable Rate Plan, the variable electric rate will continue to remain on the same variable rate. You will also be eligible to renew to a fixed rate plan with Verde.

### **My contract was about to expire with Starion, what does this mean for me?**

If the contract expires before the effective date of your transfer, your service will continue under the Starion variable rate unless you choose a new fixed rate from Verde. If your contract expires after the effective date of your transfer, contact Verde for their current plan offerings.

### **Do I need to do anything to switch to Verde?**

No, you will not need to do anything. We will make this transition as smooth as possible for you. Starion will assign your electric service to Verde, another CRES licensed by the Public Utilities Commission of Ohio.

### **When can I expect Verde to become my official CRES?**

Starion will assign your electric service to Verde, another CRES licensed by the Public Utilities Commission of Ohio, effective with your first meter reading date after the assignment transaction, on approximately December 5, 2018.

### **Will I need to sign up with Verde or go through a credit check again?**

No, Verde welcomes you as their customer in a clear and hassle-free way.

### **How will I know when I have started services with Verde?**

Verde will appear as your CRES in the Energy Supply portion of your utility bill.

### **Will I be able to opt out of the switch to Verde?**

Yes. You can opt out of the switch to Verde by requesting to stay with Starion, drop to Duke or switch to another CRES while active with Starion. Early Termination Fees will apply if set forth in your current contract with Starion and only if you cancel your agreement with Starion prior to the end of your contract term. Your Early Termination Fee would be \$0.

### **Who do I contact should I have questions?**

If you have any questions about the transfer of service, please contact Starion.

Phone: 1-800-600-3040

Email: [service@starionenergy.com](mailto:service@starionenergy.com)

Call Center: Mon-Fri: 9:00AM-5:00PM EST

### **How can I learn more about Verde as my new CRES?**

Please visit Verde online at [www.verdeenergy.com](http://www.verdeenergy.com).

**Starion Energy Customer Service**  
**1-800-600-3040**

Monday-Friday · 9:00am-5:00pm ET  
P.O. Box 845 · Middlebury, CT 06762  
[www.starionenergy.com](http://www.starionenergy.com)



February 20, 2018

[REDACTED]  
[REDACTED]  
CINCINNATI, OH 45215

## Welcome To Starion Energy!

Account Number: [REDACTED]  
Commodity: Gas  
Rate Plan: Starion Simple  
Notification Preference: US Mail  
Starion Rewards ID: [REDACTED]

Dear Customer:

Thank you for choosing Starion Energy as your preferred energy provider. It is our privilege to serve you, and we hope to exceed your expectations.

As a competitive energy provider, our goal is to deliver superior customer service and energy plans that fit your needs. Our USA-based customer service team will be happy to assist you. And because we value your time, all calls are answered by a live team member during normal business hours.

As a reminder, while Starion Energy is your supplier, your local utility will continue to deliver the energy to your home and business and respond to any service requests or outages. Starion Energy will be listed as the alternate supplier on your regular monthly bill, and you will make all payments directly to your local utility as always.



With Starion, you get *more* than just energy. Active Starion Energy customers can enroll in our *Starion Rewards* program. By joining this unique and free program, customers can receive savings on everyday shopping, dining, grocery and travel needs from name brand providers. All you need is an email address. Visit [www.starionrewards.com/signup](http://www.starionrewards.com/signup) to get started!

Starion Energy is also proud to give back to the communities we serve. Through our *Starion Cares* initiative, we regularly support national and local charities. To learn more about how we make a difference, visit [www.starionenergy.com](http://www.starionenergy.com).

Finally, please take a few minutes to review the enclosed agreement materials. If you have any questions or believe any of this information is incorrect, please contact us as soon as possible for assistance.

Thanks again for choosing Starion Energy. We look forward to serving you.

**Starion Energy Customer Service**









## STARION SIMPLE PLAN OHIO CONTRACT SUMMARY

<b>Rate Plan</b>	Starion Simple
<b>Commodity</b>	Gas
<b>Price</b>	<p>The price for your first billing cycle will be <b>\$0.3677 per ccf</b>. Thereafter your price will be Variable and determined month-to-month based on Starion's Variable Price Methodology. See Terms of Service for more information. An Account Management Fee applies each month, if applicable.</p> <p>An Account Management Fee calculated at \$0.24 per day applies each month.</p>
<b>Initial Term</b>	<p><b>The term of this Agreement is month-to-month</b></p> <p>This Agreement will begin on the next available meter-read date after your enrollment is processed, which may take 1-2 cycles.</p>
<b>Right to Rescind</b>	<p>Your Utility will be sending a confirmation notice to you regarding the transfer of service.</p> <p><u>Electric</u>: You have 7 calendar days from the postmark date to rescind this contract.</p> <p><u>Natural Gas</u>: You have 7 business days from the postmark date to rescind this contract. To rescind, you must contact your Utility. Duke: 1-800-544-6900</p>
<b>Cancellation</b>	<p>If you decide to cancel after service is initiated, you may do so by contacting us. The effective date of cancellation will occur based on your meter cycle schedule. There is no early termination fee if you decide to cancel.</p>
<b>Billing</b>	<p>Your Utility will continue to bill you each month for their delivery service charges, and Starion's charges for supply service. Starion does not offer budget billing for the supply portion of the bill.</p>
<b>Contact Us</b>	<p><b>Call us toll-free at 1-800-600-3040</b></p> <p>Our customer service team is available to assist you during normal business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Time</p> <p><b>Visit us online at <a href="http://www.starionenergy.com">www.starionenergy.com</a>.</b></p> <p><u>Mailing Address</u>: P.O. Box 845, Middlebury, CT 06762</p>
<b>Customer Information</b>	<p>██████████</p> <p>██████████</p> <p>Cincinnati, OH 45215</p> <p>Account No.: ██████████</p>





**AGREEMENT TO PURCHASE NATURAL GAS  
STARION SIMPLE PLAN  
OHIO TERMS OF SERVICE**

Starion Energy NY, Inc. ("Starion") is a certified retail natural gas services provider ("retail supplier") certified by the Ohio Public Utilities Commission ("PUCO") to offer and supply natural gas to customers in the State of Ohio (Certificate No. 14-339G). The PUCO does not regulate the prices or other charges from Starion found in this Agreement. Customer understands that Starion is not affiliated with or representing the Local Utility ("Utility") or the PUCO. You acknowledge that switching to Starion, or another retail supplier, is not mandatory, and that you have the option to receive standard service from your Utility.

- 1. Agreement to Purchase Natural Gas:** These Terms of Service, together with your Third-Party Verification ("TPV") and/or or Customer Application, and your Contract Summary, constitute the agreement between Starion and the customer ("you" or "Customer") by which Starion agrees to sell and supply natural gas to Customer, and Customer agrees to purchase and receive natural gas from Starion, pursuant to the terms set forth herein (the "Agreement"). Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the natural gas account(s) specified and confirmed in the Contract Summary. This Agreement is contingent upon Customer providing complete and accurate information to Starion and subject to final acceptance by Starion.
- 2. Nature of Services:** This Agreement authorizes Starion to change your natural gas supplier. Starion will supply natural gas to the Customer for the natural gas account(s) authorized by the Customer. The natural gas supplied by Starion will be delivered to the Customer by the Utility. The amount of natural gas supplied under this Agreement is subject to change based on usage data provided to Starion by the Utility.
- 3. Price • Charges for Service:**
  - a. Price: *Under this Agreement, Customer's price per Ccf will be Variable with no price cap and determined month-to-month based on Starion's Variable Price Methodology. New customers may receive a one-time introductory price, as indicated in your TPV or Customer Application and confirmed in your Contract Summary. There is no limit on how much the Variable price may change from one billing cycle to the next. Your price may be higher or lower than the Utility's price for standard service at any time and Starion cannot guarantee savings over the Utility's price in any given month or over the duration of your contract. You can obtain your current variable price by calling 1-800-600-3040.*
  - b. Starion's Variable Price Methodology: The Variable price shall be calculated monthly at Starion's discretion to reflect energy market pricing and commodity, capacity, storage, balancing, transportation and related costs, other market-related factors, all applicable taxes, fees, charges and other assessments, plus Starion's costs, expenses, and margins.
  - c. Calculation of Charges: *Starion will calculate your supply charges for each billing period by multiplying (i) the price of natural gas per Ccf by (ii) the amount of natural gas used during the billing period, and adding to the product of (i) and (ii) an Account Management Fee, if applicable. This Agreement does not include your Utility's service and delivery charges or any applicable state and local taxes.*
  - d. Account Management Fee ("AMF"): *An Account Management Fee may be applied to each billing cycle, as stated in your Contract Summary. The AMF is charged for customer database management, utility data reconciliation, energy procurement and other operating costs as determined in Starion's discretion.*
- 4. Term:** The term of this Agreement shall be month-to-month and will continue until it is terminated by your or Starion subject to the provisions of Section 9. Service under this Agreement will begin on the earliest date as determined by the Customer's current account status and meter cycle. For a new customer, service under this Agreement will begin on the meter-read date following acceptance of the enrollment as determined by the Utility, and may take 1-2 billing cycles. While receiving service on a month-to-month basis, you may choose to enter into a new Agreement with Starion, and either you or Starion may terminate this Agreement and/or cancel service without penalty. **Starion can renew this Agreement without the Customer's affirmative consent even when there is a change in the rate or other terms and conditions.**
- 5. Right to Rescind:** Following enrollment, you will receive a confirmation notice from your Utility regarding the transfer of service. You have the right to rescind this Agreement without penalty within seven (7) business days following the postmark date of the confirmation notice. To rescind, you must contact your Utility and may do so orally, electronically, or in writing.
- 6. Billing and Payment:**
  - a. Billing Arrangements: You will receive a consolidated bill from the Utility for each billing period containing the charges for both the natural gas supply services provided by Starion, in addition to the delivery and other services provided by your Utility. You will continue to make payment for all of these services to the Utility in accordance with the payment terms stated in the Utility's tariffs. Starion's charges are due when the Utility's charges are due. **Starion does not offer budget billing directly for its services provided under this Agreement.** Customer agrees to timely review its invoices and agrees that subject to applicable tariff and law, unless notice is given to Starion within ninety (90) days of the invoice date, all invoiced amounts will be deemed by you to be correct and Customer shall waive any right to dispute amounts set forth and rate charged on such invoice. You have the right to request from Starion, twice within a twelve-month period, up to twenty-four (24) months of your payment history without charge, if available.
  - b. Non-Payment: You will be responsible for any late payment fees charged by your Utility. In the event your Utility charges Starion for services related to your account, Starion reserves the right to bill you for these charges. Customer's non-payment or failure to meet any agreed-upon payment terms may result in Customer's service being terminated in accordance with the Utility's tariffs, at which time this Agreement will be automatically terminated.



- 7. Cancellation of Existing Service:** If you presently purchase your natural gas supply service from another retail supplier, you are responsible for canceling that service pursuant to the terms of your agreement with your existing retail supplier, and for any cancellation fees that may apply. Your Utility may charge you a switching fee, which you will be liable for, if applicable.
- 8. Notices:** Notices sent by Starion to Customer will be sent in the method chosen by the Customer, whenever possible. Otherwise, notices will revert to the default of U.S. Mail. If Customer selects to receive electronic communications from Starion, it is the Customer's responsibility to ensure that the email address provided is current and notify Starion of any changes. If you provide Starion with your email address, you consent to receive communications from Starion in electronic form.
- 9. Termination of Agreement:**
- a. **Termination by Customer:** Customer may terminate this Agreement without penalty at any time by contacting Starion. If you terminate this Agreement, you will be returned to the Utility's standard service unless you choose another retail supplier. The effective termination date will be determined as set forth in the Utility's tariff and applicable law. You will be obligated to pay for the natural gas and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different retail supplier or returning to standard service, Starion will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of service with Starion is effective. If you terminate this Agreement and return to the Utility's standard service, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.
  - b. **Termination by Starion:** Starion reserves the right to terminate this Agreement for any reason upon at least forty-five (45) but no more than ninety (90) calendar days' notice to the Customer at the address provided. The effective termination date will be the next applicable meter-read date after the 45-day period has expired as set forth in the Utility's tariff and applicable Ohio law. You will be obligated to pay for the natural gas and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If Starion terminates this Agreement early, you will be returned to your Utility's standard service unless you choose another retail supplier, without penalty. This Agreement will automatically terminate if any of the following occurs: (i) the requested service location is not served by the Utility, (ii) the customer moves outside the Utility service area or an area not served by Starion, or (ii) if Starion returns your account to your Utility's standard service.
- 10. Privacy Policy • Customer Information and Release Authorization:** By entering into this Agreement, you authorize Starion to obtain all information regarding your natural gas account including, but not limited to, account contact information and address(es), account number(s), billing and payment information and history, credit information, historical and future natural gas usage and peak natural gas demand, meter reading data, and characteristics of natural gas service. Starion will not release or sell your personal information to any other party without your consent unless required to do so by law or if necessary to defend or enforce the terms of this Agreement. Starion is prohibited from disclosing Customer's SSN and/or account number(s) without the Customer's consent except in accordance with 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.
- 11. Representations • Warranties:** Starion makes no representations or warranties other than those expressly set forth in this Agreement, and STARION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Starion does not represent any guarantee of savings under this Agreement.
- 12. Limitation of Liability:** Starion's liability in connection with this Agreement, including without limitation any alleged liability for Early Termination by Starion as explained above, shall not exceed the amount of your largest monthly invoice for natural gas service during the twelve (12) months immediately preceding termination of this Agreement. In no event shall either party be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect or punitive damages for claims arising under this Agreement.
- 13. Binding Effect • Agency • Assignment:** This Agreement shall extend to and be binding upon Starion's and Customer's respective successors and permitted assigns; provided, however, that Customer may not assign this Agreement without Starion's prior written consent, and any purported assignment without such consent shall be void. You appoint Starion as your agent to provide retail natural gas service, including the related services appropriate to provide that service to you. Starion may assign its rights and obligations under this Agreement to an affiliate of Starion or to another retail supplier licensed to do business in Ohio, in whole or in part, subject to compliance with applicable law.
- 14. Force Majeure:** Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees on terms it deems unfavorable.
- 15. Customer Service:**
- a. In the event of a dispute or disagreement involving Starion's services, you and Starion agree to use our best efforts to resolve the dispute. Most concerns can be resolved by calling our Customer Service Department at 1-800-600-3040. You may also email [info@starionenergy.com](mailto:info@starionenergy.com) or write to Starion Energy, P.O. Box 845, Middlebury, CT 06762. Starion's Customer Service is available Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time.
  - b. If your complaint is not resolved after you have contacted Starion, 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 eight a.m. to five 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 PUCO. The OCC can be reached at 1-877-742-5622 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

## 16. Claims Resolution:

- a. In the event Starion is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through arbitration or litigation. It includes an arbitration provision. You may reject the arbitration provision by sending us written notice within 45 days after your first energy bill with Starion as your supplier. See Your Right to Reject Arbitration below.
- b. For this section, you and Starion ("us" or "we") include any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any agreement with us or any rates charged on any such account, (b) advertisements, promotions or statements related to any rate plans, goods or services under any agreement with us, (c) benefits and services related to Customer's account with us (including rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.
- c. Sending a Claim Notice: Before beginning arbitration or a lawsuit, you and we agree to send a written notice (a Claim Notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. Go to [www.starionenergy.com](http://www.starionenergy.com) and select your state of residence for a sample form of Claim Notice. The Claim Notice must describe the claim and state the specific relief demanded. Notice to you will be sent to your billing address. Notice to us must include your name, address and account number and be sent to Starion Energy, Attn: Compliance Dept., P.O. Box 845, Middlebury, CT 06762. If the claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.
- d. Arbitration: You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.
  - i. Initiating Arbitration: Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 ("FAA"). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.
  - ii. Limitations on Arbitration: If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Starion customers or other persons similarly situated. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.
  - iii. Arbitration Procedures: This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for \$5,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision appealed. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.
  - iv. Arbitration Fees and Costs: You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

- v. **Additional Arbitration Awards:** Only if the arbitrator rules in your favor for an amount greater than any final offer we made before the first arbitration hearing is conducted, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$1,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.
  - vi. **Your Right to Reject Arbitration:** You may reject this Arbitration provision by sending a written rejection notice to us at: Starion Energy, Attn: Compliance Department, P.O. Box 845, Middlebury, CT 06762. Go to [www.starionenergy.com](http://www.starionenergy.com) and select your state of residence for a sample rejection notice. Your rejection notice must be mailed within 45 days after the date of your first energy bill with Starion as your supplier. Your rejection notice must state that you reject the Arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to receive energy supplied by us or any other benefit, product or service you may have with your account.
  - e. **Continuation:** This Section 16 will survive termination of your Agreement, voluntary payment of your account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your account (in the case of a sale, its terms will apply to the buyer of your account). If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.
- 17. Other Provisions:** This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of natural gas service and supersedes any and all prior agreements, whether written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and Starion. Electronic acceptance of the terms is an agreement to initiate service and begin enrollment. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by the laws of Ohio. You acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant. By executing this Agreement, you represent and warrant that you have the necessary authority to execute this Agreement.
- 18. Contact Information: Starion Energy NY, Inc.**  
· Mailing Address: PO Box 845 Middlebury, CT 06762  
· Toll-Free Telephone: 1-800-600-3040  
· E-mail/Web: [info@starionenergy.com](mailto:info@starionenergy.com) · [www.starionenergy.com](http://www.starionenergy.com)
- In the event of an emergency, such as a natural gas leak, contact your Utility. If Customer smells gas immediately call the Utility at its emergency number and contact local emergency personnel.**  
Duke Energy – General: 800-544-6900 · Emergencies: 800-543-5599 (electric) 800-634-4300 (gas)



# Public Utilities Commission

Mike DeWine, Governor  
Sam Randazzo, Chairman

## Commissioners

M. Beth Trombold  
Lawrence K. Friedman  
Dennis P. Deters  
Daniel R. Conway

## Case Detail

Case Number: 00253250

Account Name: [REDACTED]

Type:

Status: Closed

Preferred Contact Method:

Owner: Darita Patterson

Account in Question: Verde Energy USA  
Ohio LLC

Account Holder: [REDACTED] W [REDACTED]

Billed by AEP Ohio Acct# [REDACTED]

Priority: Standard

Service Type: Residential

### CASE DATES:

Date Opened: 02-13-2019

Case Age in Business Days: 14

Date Closed: 03-05-2019

## Contact Information

Contact: [REDACTED]

Preferred Contact Method:

Phone: [REDACTED]

Mobile:

Preferred Contact Time:

Email: [REDACTED]

## Service Address Information

Service Account Number: [REDACTED]

(supplierAccountNb)

Service Address Street: [REDACTED]

Service Address City: Columbus

Service Address Country: United States

Service Address County: Franklin

Service Address State: Ohio

Service Address Zip:

Service Address Phone: [REDACTED]

## Industry Information

AIQ Industry: Electric

AIQ Sub-Industry: Competitive Retail Electric Service  
Provider

AIQ Sub-Sub-Industry:

Non-Jurisdictional Case: ☐

Territory Account:

General Code: Billing -- Electric

Specific Code: Contract Inquiry



## Additional Information

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PUCO ID: 345478

Case Formal Complaint Specialist Approved:

Docketing Case Number:

Case Formal Complaint Supervisor Approved:

Legacy Case ID:

## Transportation Information

---

Crossing ID:

Railroad:

Railroad Street Name:

## Description Information

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Description:

Resolution:

Customer confirmed co response of new contract, re rate of Dec and Jan bills, and informed him the supplier is required to provide notice 45 days prior to fixed rate contract expiration.  
ICB.

## Case Comments

---

Created Date	Comment
2/13/2019 8:23:26 PM	Verde did not provide notification of my contract expiring prior to more than doubling my rate to over .1599 per Kwh since 11/2018. Multiple Calls to them have been unproductive. They said they would lock me into a new rate of .0749 on 1/10/2019 when I spoke to their representative Annette -Operator ID#10310, but continue to bill me at the .158 rate. service delivery id: [REDACTED]
3/5/2019 11:04:10 AM	Customer confirmed co response of new contract, re rate of Dec and Jan bills, and informed him the supplier is required to provide notice 45 days prior to fixed rate contract expiration. ICB.

## Web Information

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Web Name: [REDACTED]

Web Home Phone:

Web Email: [REDACTED]

Web Company:

Web Zip Code: 43209

Web Account in Question: Verde Energy USA

Web US Dot #:

## System Information

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Created by: Default User  
# Tasks Correspondence Review: 0  
# Tasks Correspondence Review: 0

Last Modified by: Sara Macey  
Next Activity Date:  
Case Grade Created: ☐  
Case Grade Target: ☐

## Case Emails

---

**Email Created Date:** 2/13/2019 8:23:27 PM

**Email Text Version:**

Dear [REDACTED]

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Your case number is 00253250.

A PUCO Call Center Representative will contact you as soon as possible to discuss your case.

Sincerely,

PUCO Call Center  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

<https://www.facebook.com/PUCOOhio>

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.\_500t0FL7CZ:ref

**Email Created Date:** 2/14/2019 2:00:21 PM

**Email Text Version:**

96

Normal  
0



false

false

false

EN-US

X-NONE

X-NONE



















Initial Submission of a Consumer Complaint

Provider of ElectricPlease Respond Within 3 Business Days

CASE ID:

00253250COMPANY: CUSTOMER:

ADDRESS:

█ Columbus, Ohio

Case Number: 00253250

43209SERVICE ADDRESS: [REDACTED] Columbus,  
Ohio 43209AIQ:

Verde Energy USA Ohio LLCSERVICE ACCOUNT NUMBER: [REDACTED] (suplierAccountNb)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)\*\*\*

Please review the customer email provided below and respond with resolution. Please include a copy of the required notice that was sent to the customer or re-rate the charges.

DESCRIPTION OF ISSUE: Verde did not provide notification of my contract expiring prior to more than doubling my rate to over .1599 per Kwh since 11/2018. Multiple Calls to them have been unproductive. They said they would lock me into a new rate of .0749 on 1/10/2019 when I spoke to their representative Annette -Operator ID#10310, but continue to bill me at the .158 rate. service delivery id: [REDACTED] Sincerely, Darita Patterson Public Utilities

Commission of

OhioService Monitoring and

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

96

Normal

0

false

false

false

EN-US  
X-NONE  
X-NONE























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.\_500t0FL7CZ:ref

**Email Created Date: 2/18/2019 4:13:57 PM**

**Email Text Version:**

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00253250.

Thank you for bringing [REDACTED] concerns to our attention and for allowing us to address them.

We would like to advise that Mr. [REDACTED] initially enrolled the account with Verde via Online on 6/25/2013 and the account became active on 8/1/2013. For this reason, there would be no TPV to provide. The email used to enroll the account was, [REDACTED]

At this time we are still completing research on Mr. [REDACTED] account and Verde will respond to the complaint on or before due date of Wednesday, February 27, 2019.

Thank you,

Xiomara Mendoza

From: Darita Patterson <contactthepuco@puc.state.oh.us>

Sent: Thursday, February 14, 2019 1:00 PM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253250 [

ref:\_00Dt0GzXt.\_500t0FL7CZ:ref ]

[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt>]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253250

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Columbus, Ohio 43209

SERVICE ADDRESS: [REDACTED] Columbus, Ohio 43209

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED] (supplierAccountNb)

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)\*\*\*

Please review the customer email provided below and respond with resolution. Please include a copy of the required notice that was sent to the customer or re-rate the charges.

DESCRIPTION OF ISSUE:

Verde did not provide notification of my contract expiring prior to more than doubling my rate to over .1599 per Kwh since 11/2018. Multiple Calls to them have been unproductive. They said they would lock me into a new rate of .0749 on 1/10/2019 when I spoke to their representative Annette -Operator ID#10310, but continue to bill me at the .158 rate.  
service delivery id: [REDACTED]

Sincerely,

Darita Patterson  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cbeac517dc20949e3367508d695e5fc2d%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636861212351922591&sdata=uwvU9gV3QncnTm4qYMaiKR2L0yKwtCL0%2FN3XVmz5Z88%3D&reserved=0>](https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cbeac517dc20949e3367508d695e5fc2d%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636861212351922591&sdata=uwvU9gV3QncnTm4qYMaiKR2L0yKwtCL0%2FN3XVmz5Z88%3D&reserved=0)

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

[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000003i4a5>]

ref:\_00Dt0GzXt.\_500t0FL7CZ:ref

**Email Created Date: 2/27/2019 5:07:23 PM**

**Email Text Version:**

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00253250.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Public Utilities Commission of Ohio ("PUCO") because he states that he was not notified of the fixed-rate terminating. He goes on to state when he called Verde that he renewed his account on 1/10/2019, but continues to bill at the higher rate.

Investigative Results:

\* On 12/21/2016, Mr. [REDACTED] renewed the account onto a 12-month plan, which offered the fixed-rate of \$0.0699 cents/kWh. (Letter Attached)

\* On 12/5/2018, the fixed-rate transitioned to the month-to-month variable rate.

\* On 1/14/2019, Mr. [REDACTED] contacted Verde disputing the rate on his invoice stating he was not notified of the rate change. The agent advised him that the account was not renewed, so the rate transitioned; however, she offered him a lower rate for 12-months at \$0.0749 cents/kWh, but he declined the offer because he was debating staying with Verde or shopping around for lower rates.

\* On this same day, Mr. [REDACTED] contacted Verde again regarding the same rate issue. The agent informed him that the agent prior submitted a request to have his account reviewed. Mr. [REDACTED] stated that he wanted to renew the account to a plan that offered no cancellation fee. However, due to miscommunication in the call with the agent and Mr. [REDACTED] the agent did not submit the renewal and Mr. [REDACTED] was under the impression that the account was renewed.

\* On 2/14/2019, Verde received PUCO Complaint No. 00253250.

\* On 2/25/2019, Verde made an outbound call to Mr. [REDACTED] to confirm if he still wanted to renew the account or cancel, but there was no answer so a voicemail was left.

\* On 2/27/2019, Verde was able to speak to Mr. [REDACTED] and have the account renewed to a 12-month plan at the fixed-rate of \$0.0749 cents/kWh. He was advised that the account would be adjusted from (12/5/2018 – 1/8/2019) as well as for (1/8/2019 – 2/6/2019).

Outcome:

Verde would like to confirm that per the Renewal Confirmation letter sent on 12/21/2016 that Mr. [REDACTED] last renewal was on 12/21/2016 under a “100% Renewable Plan for 12-months at \$0.0699 cents/kWh and a variable rate thereafter”. As such, the rate did not terminate until 12/5/2018, which allowed Mr. [REDACTED] to benefit from the fixed-rate for an additional 11 months.

Additionally, the Verde agent did not submit the renewal on the account so, due to opportunities within the call, Mr. [REDACTED] concerns were forwarded to the Director of Customer Experience for re-training purposes of the customer care agent involved. Because the renewal was not submitted, Verde will do a cost-analysis on Mr. [REDACTED] account for service periods of (12/5/2018 – 1/8/2019) and for (1/8/2019 – 2/6/2019) to the rate of \$0.0749 cents/kWh as well as any additional invoice until the renewal rate is applied on the account. Please let me know if you have any additional questions or concerns regarding this matter.

Kindest Regards,  
Xiomara Mendoza

From: Customer Concerns <customerconcerns@sparkenergy.com>

Sent: Monday, February 18, 2019 3:14 PM

To: 'Darita Patterson' <contactthepuco@puc.state.oh.us>

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253250 [ref:\_00Dt0GzXt.\_500t0FL7CZ:ref ]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00253250.

Thank you for bringing [REDACTED] concerns to our attention and for allowing us to address them.

We would like to advise that Mr. [REDACTED] initially enrolled the account with Verde via Online on 6/25/2013 and the account became active on 8/1/2013. For this reason, there would be no TPV to provide. The email used to enroll the account was,

[REDACTED]mailto:[REDACTED]

At this time we are still completing research on Mr. [REDACTED] account and Verde will respond to the complaint on or before due date of Wednesday, February 27, 2019.

Thank you,

Xiomara Mendoza

From: Darita Patterson

<contactthepuco@puc.state.oh.us<mailto:contactthepuco@puc.state.oh.us>>

Sent: Thursday, February 14, 2019 1:00 PM

To: Regulatory <regulatory@sparkenergy.com<mailto:regulatory@sparkenergy.com>>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253250 [

ref:\_00Dt0GzXt.\_500t0FL7CZ:ref ]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00253250

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Columbus, Ohio 43209

SERVICE ADDRESS: [REDACTED] Columbus, Ohio 43209

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED] (supplierAccountNb)

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)\*\*\*

Please review the customer email provided below and respond with resolution. Please include a copy of the required notice that was sent to the customer or re-rate the charges.



DESCRIPTION OF ISSUE:

Verde did not provide notification of my contract expiring prior to more than doubling my rate to over .1599 per Kwh since 11/2018. Multiple Calls to them have been unproductive. They said they would lock me into a new rate of .0749 on 1/10/2019 when I spoke to their representative Annette -Operator ID#10310, but continue to bill me at the .158 rate.  
service delivery id: [REDACTED]

Sincerely,

Darita Patterson  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C52132baf714e4af80ced08d69cff4f9e%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636869018208575009&sdata=EGFZx5SSOI01ddR%2Fbof8ugvkJhgE1OeJDgzgj6Qa7ts%3D&reserved=0>](https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C52132baf714e4af80ced08d69cff4f9e%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636869018208575009&sdata=EGFZx5SSOI01ddR%2Fbof8ugvkJhgE1OeJDgzgj6Qa7ts%3D&reserved=0)

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

[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000003i4a5>]

ref:\_00Dt0GzXt.\_500t0FL7CZ:ref

**Email Created Date: 3/5/2019 10:51:40 AM**

**Email Text Version:**

PUBLIC UTILITIES COMMISSION OF OHIO  
Consumer Services Division  
Memorandum

CASE ID: 00253250

COMPANY:

CUSTOMER: [REDACTED]  
ADDRESS: [REDACTED] Columbus, Ohio 43209  
SERVICE ADDRESS: [REDACTED] !Case.Service\_Address\_City\_\_c}, Ohio 43209  
AIQ: Verde Energy USA Ohio LLC  
SERVICE ACCOUNT NUMBER: [REDACTED] (suplierAcountNb)  
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:

Sincerely,

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

## Case Images

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Created Date	Images
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verdeenergyusa

December 21, 2016

██████████  
██████████  
Columbus, OH 43209-3141

666

Dear ██████████

Thank you for taking advantage of Verde Energy USA's 12-month fixed supply rate. Enclosed are the contract documents for your account with Verde.

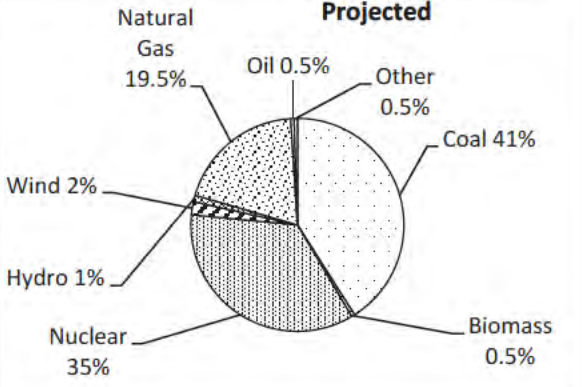
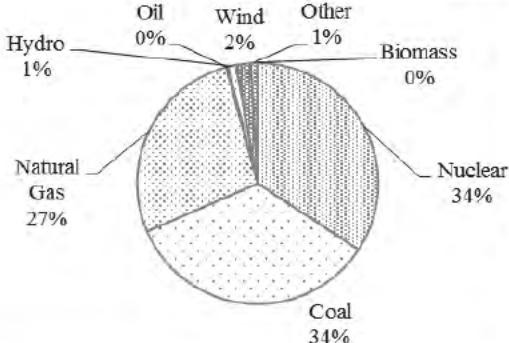
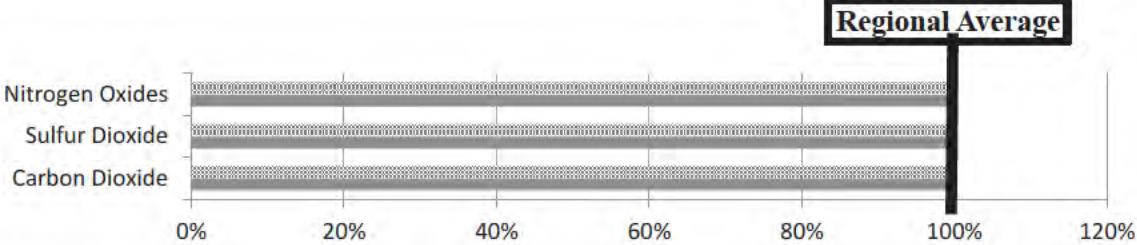
Energy Savings Solutions: In addition to receiving our 12-month fixed supply rate, you can learn how to save even more money on your monthly utility bills by taking advantage of the free Energy Savings Solutions feature on our website [www.verdeenergy.com](http://www.verdeenergy.com) (click on the tab on the top navigation bar). You can monitor and analyze your monthly energy usage over time, find valuable recommendations on how you can reduce your overall energy usage, and purchase energy savings products at a 10% discount. This is a great tool so please take advantage of all it has to offer!

Thank you again for selecting Verde Energy USA

The Team at Verde

Energy USA



Environmental Disclosure Information		
Verde Energy USA Ohio		
Projected Data for the 2016 Calendar Year		
Actual Data for January through September 2016 Calendar Year		
<b>Generation Resource Mix- A</b> comparison between the sources of generation used to produce this product and the historic regional average supply mix.	<b>Projected</b>	
		
	<b>Actual</b>	
		
<b>Environmental Characteristics-</b> 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
<b>Air Emissions- A</b> comparison between the air emissions related to this product and the regional average air emissions.		
<b>Radioactive Waste-</b> Radioactive waste associated with the product.	Type:	Quantity:
	High-Level Radioactive Waste	Unknown
	Low-Level Radioactive Waste	Unknown
	Note: Verde Energy USA purchases all of its electric energy from the wholesale market. The above generation resource mix is based on PJM EIS reporting of regional generation sources. Verde Energy USA does not have access to information regarding the radioactive waste produced by nuclear generation in the region.	

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Verde Energy USA Ohio by phone at 1-800-388-3862. Verde Energy USA Ohio customers will be updated quarterly via the [verdeenergy.com](http://verdeenergy.com) website.



## Verde Energy USA Ohio, LLC - Terms and Conditions of Service

Verde Energy USA Ohio, LLC, OH License 12-489 E (1), with a business address of 101 Merritt Seven Corporate Park, Second Floor, Norwalk, CT 06851 ("Verde"), will supply you ("Customer") with electricity in the service territory of your local distribution company ("Utility"), subject to these Terms and Conditions of Service ("Agreement"):

1. **Price:** During the first twelve (12) billing cycles of service, Verde will supply electricity to Customer at a 100% renewable fixed generation rate of \$0.069900 per kWh. After the first twelve (12) billing cycles of service, Verde will supply electricity to Customer at a 100% renewable variable generation rate that may change monthly with market conditions. Verde will purchase and retire renewable energy certificates ("RECs") or attributes to ensure that an amount equal to 100% of Customer's electricity usage is generated by renewable sources. Customer shall also pay and be responsible for all other amounts related to the purchase and delivery of electricity, including applicable taxes and service and delivery charges from the Utility. Verde will serve only the supply portion of Customer's electricity bill. All other services currently supplied by the Utility will continue to be supplied by the Utility. No deposit is required by Verde for service.

2. **Term:** Verde is authorized to switch Customer's utility supplier for the generation service charge. This Agreement will start when the Utility completes Customer's enrollment with Verde. Service with Verde will begin with the next available meter reading after processing of the request by the Utility and Verde. The Utility may charge switching fees to Customer. Customer will be responsible for the termination of any existing supplier agreement. This Agreement will continue until terminated by either Customer or Verde in accordance with this Agreement. If Customer switches back to the Utility, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.

3. **Right of Rescission & Termination:** Residential and small commercial customers shall have the right to rescind this Agreement within 7 calendar days following the postmark date on the Utility's confirmation notice by calling the Utility at the designated local or toll-free number or by written notice to the Utility, which is effective as of the date of the postmark. Either Verde or Customer may terminate this Agreement at any time, for any reason and without an early termination fee. Verde may terminate this Agreement on at least 14 calendar days written notice should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. The termination will become effective when the Utility switches Customer's account from Verde to the new supplier selected by Customer, to the Utility or to such other default provider established for Customer's account. Termination will not relieve Customer of any payment obligations for electricity provided to Customer by Verde prior to termination.

4. **Billing:** Customer will continue to receive one monthly electric bill from the Utility. Payment is due to the Utility in accordance with its standard billing practices. Failure to pay electric utility charges may result in Customer being disconnected in accordance with the electric utility tariff. Customer has the right to request from Verde, twice within a twelve month period, up to twenty-four months of Customer's payment history without charge. Verde will support budget billing for the generation portion of the Customer's to the extent that CRES budget billing is supported by the Utility.

5. **Emergency:** For any service question or in the event of an emergency, such as a power failure or a downed power line, Customer should contact Columbus Southern Power Company at 800-672-2231.

6. **Customer Relocation:** If Customer moves to a new address within Verde's service territory, Customer should contact Verde in order to re-enroll at the new location.

7. **Changes to Agreement:** Verde may change, modify or amend this Agreement at any time (each a "Change"). Each Change will be made by Verde in the manner required by applicable law. Each Change will be posted on Verde's website ([www.verdeenergy.com](http://www.verdeenergy.com)), and Customer will receive individual notice of the Change if required by applicable law. Customer should review the website periodically for applicable Changes. Customer's continued use of Verde's products and services following a Change constitutes Customer's acceptance of this Agreement as so Changed.

8. **Assignment:** Customer may not assign this Agreement without Verde's written consent. Verde may assign this Agreement or the revenues or proceeds due it hereunder: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Verde's assets or business in the State of Ohio; or (d) to another supplier licensed by the Public Utilities Commission of Ohio. This Agreement is binding upon Customer and Verde, and each party's heirs, successors and permitted assigns. Verde is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Verde's own collections and credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Ohio Revised Code, or assigning a customer contract to another CRES provider.

**9. Notice:** Subject to Paragraph 7 above, any notice will be considered to have been made if mailed or emailed to the address for Customer in Verde's records.

**10. Disputes:** Customer may contact Verde regarding this Agreement or any dispute related to this Agreement at 1-800-388-3862 24 hours a day, 7 days a week. Verde will attempt to resolve the dispute in an efficient, fair and timely manner. Verde will report the results of its investigation to Customer. If your complaint is not resolved after you have called Verde 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) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**11. Warranty Disclaimer:** VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**12. LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

**13. Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform caused by an event of Force Majeure. "Force Majeure" means events beyond a party's reasonable control, including, without limitation, acts of God, strikes, terrorism, wars, lightning, hurricanes, blizzards, floods, civil disturbances, shortages, unavailability of transmission facilities, and actions of any governmental authority or the Utility that materially impair a party's ability to perform.

**14. Cash-Back Savings:** In order to redeem the cash-back savings offered to Customer at the time of enrollment, Customer must comply with the terms, conditions and limitations applicable to the offer, which can be found on the enclosed cash-back savings form (if applicable), the cash-back savings form provided at the time of enrollment or on Verde's website. To be eligible, Customer must have enrolled with Verde directly (not any other supplier) and have an active account when the cash-back savings form is processed. Limit one cash-back savings offer per enrollment. Converting, renewing or switching from one Verde product to another is not considered a new enrollment, and those customers are not eligible for any additional cash-back savings.

**15. Entire Agreement:** This Agreement sets forth the entire agreement between Customer and Verde and supersedes any oral or written statements made in connection with this Agreement. This Agreement is governed by the laws of the State of Ohio.

**16. Governing Law and Arbitration:** This Agreement is governed by the laws of the State of Ohio, without regard to its choice of law principles. Any dispute arising between Customer and Verde will be submitted to binding arbitration in the State of Ohio administered by the American Arbitration Association under its Consumer Arbitration Rules then in effect. Verde will pay all AAA filing, administration, and arbitrator fees in connection with the arbitration, provided that the arbitrator does not determine that Customer's claim is frivolous or brought for an improper purpose. THE ONLY PARTIES TO SUCH ARBITRATION WILL BE CUSTOMER (INDIVIDUALLY AND NOT ON A REPRESENTATIVE OR CLASS BASIS) AND VERDE, AND NO OTHER PARTY (INCLUDING OTHER CUSTOMERS) MAY BE JOINED IN SUCH ARBITRATION. As the only exception to arbitration, Verde and Customer retain the right to pursue in a small claims court located in the State of Ohio any claim that is within the court's jurisdiction and which proceeds on an individual basis and not on a representative or class basis. This paragraph shall survive the termination, cancellation or expiration of this Agreement.

**17. Privacy:** Verde's Privacy Policy governs the way Verde uses Customer's personal information. To review or obtain the current version of the Privacy Policy, or to obtain the contact information for Verde's Privacy Policy Coordinator, please visit Verde's website at [www.verdeenergy.com](http://www.verdeenergy.com); email us at [privacy@verdeenergyusa.com](mailto:privacy@verdeenergyusa.com); or write to us at Privacy Policy Coordinator, Verde Energy USA, Inc., 101 Merritt Seven Corporate Park, Second Floor, Norwalk, CT 06851. In general, Verde uses Customer's personal information to allow Verde to provide the products and services that Customer has chosen and to manage and develop Verde's business and operations, including informing Customer of products and services that carefully-selected third parties offer that may be of interest to Customer. Unless Customer contacts Verde and notifies Verde otherwise, by accepting electric service from Verde Customer consents to Verde collecting, retaining, using and disclosing Customer's personal information in accordance with the Privacy Policy.



## **VERDE ENERGY USA**

### **100% RENEWABLE ENERGY OFFER**

- **VERDE ENERGY** PROVIDES ITS CUSTOMERS WITH 100% RENEWABLE ENERGY BY PURCHASING RENEWABLE ENERGY CERTIFICATES (RECs)
- RECs ARE CREATED WHEN ELECTRICITY IS GENERATED BY RENEWABLE ENERGY RESOURCES. THESE RENEWABLE ENERGY RESOURCES CAN INCLUDE POWER SOURCES SUCH AS SOLAR, WIND, HYDRO, BIOMASS, LANDFILL GAS AND OTHER RENEWABLE POWER SOURCES
- WHEN **VERDE ENERGY** PURCHASES THESE RECs THE RELATED FUNDS DIRECTLY SUPPORT THE OPERATION AND EXPANSION OF RENEWABLE ENERGY RESOURCES
- **VERDE ENERGY** COMPLETES A PERIODIC AUDIT TO ENSURE THAT IT PURCHASES ENOUGH RECs TO PROVIDE 100% RENEWABLE ENERGY TO ITS CUSTOMERS UNDER THIS OFFER

verdeenergyusa

1-800-388-3862

[www.verdeenergy.com](http://www.verdeenergy.com)



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Summary: Exhibit Exhibit 7 - Part 20 on behalf of The Office of The Ohio Consumers' Counsel electronically filed by Mrs. Tracy J Greene on behalf of O'Brien, Angela D