



Public Utilities Commission

Mike DeWine, Governor
Sam Randazzo, Chairman

Commissioners

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

Case Detail

Case Number: 00255408

Account Name: [REDACTED]

Type:

Status: Closed

Preferred Contact Method: No Preference

Owner: Darita Patterson

Account in Question: Verde Energy USA
Ohio LLC

Account Holder:

Priority: Standard

Service Type: Residential

CASE DATES:

Date Opened: 02-26-2019

Date Closed: 03-23-2019

Case Age in Business Days: 19

Contact Information

Contact: [REDACTED]

Preferred Contact Method: No Preference

Phone: [REDACTED]

Preferred Contact Time:

Mobile:

Email:

Service Address Information

Service Account Number:

Service Address County: Mahoning

Service Address Street: [REDACTED]

Service Address State: Ohio

Service Address City: Youngstown

Service Address Zip:

Service Address Country: United States

Service Address Phone:

Industry Information

AIQ Industry: Gas

Territory Account:

AIQ Sub-Industry: Competitive Retail Natural Gas Service
Provider

General Code: Marketing -- Gas

AIQ Sub-Sub-Industry:

Specific Code: Enrollment Dispute

Non-Jurisdictional Case: ☐

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:

LM i nforming of valid enrollment, that he unfortunately agreed to a gas and electric rate which were both higher than the utility co's rates. Advised these are legally binding contracts and I have no authority to require the terms altered. Informed of drop date for gas and pending electric drop as it takes 1-2 billing cycles to drop and informed him he does not have to select a supplier at all, he can just be with the utility. I asked the co to offer a credit and they refused and I have no authority to require one.

Case Comments

Created Date	Comment
2/26/2019 11:14:10 AM	Callers bill has skyrocketed due to high Verde charges. He said he's never enrolled with Verde and he wants his money back.
3/14/2019 11:02:54 AM	LM i nforming of valid enrollment, that he unfortunately agreed to a gas and electric rate which were both higher than the utility co's rates. Advised these are legally binding contracts and I have no authority to require the terms altered. Informed of drop date for gas and pending electric drop as it takes 1-2 billing cycles to drop and informed him he does not have to select a supplier at all, he can just be with the utility. I asked the co to offer a credit and they refused and I have no authority to require one.
3/23/2019 1:07:04 PM	LM i nforming of valid enrollment, that he unfortunately agreed to a gas and electric rate which were both higher than the utility co's rates. Advised these are legally binding contracts and I have no authority to require the terms altered. Informed of drop date for gas and pending electric drop as it takes 1-2 billing cycles to drop and informed him he does not have to select a supplier at all, he can just be with the utility. I asked the co to offer a credit and they refused and I have no authority to require one.

Web Information

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

Web Account in Question:
Web US Dot #:

System Information

Created by: Darita Patterson
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: 2/26/2019 2:22:11 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:

00255408COMPANY: CUSTOMER: [REDACTED] ADDRESS: [REDACTED] Youngstown, Ohio

44512SERVICE ADDRESS: [REDACTED] Youngstown,

Ohio 44512AIQ:

Verde Energy USA Ohio LLCSERVICE ACCOUNT NUMBER: NIQ:

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

Please review the customer concern provided below and respond to the following:-Please provide enrollment TPV and contract terms. -Please state the rate this customer has been billed each month since having Verde. -Please cancel and place customer on your DNC list. - Please respond with resolution. DESCRIPTION OF ISSUE: Callers bill has skyrocketed due to high Verde

charges. He said he's never enrolled with Verde and he wants his money back. 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._500t0FMQEt:ref

Email Created Date: 3/8/2019 10:18:17 AM

Email Text Version:

96

Normal

0

false

false

false

EN-US

X-NONE

X-NONE

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

96

Normal
0

false
false
false

EN-US
X-NONE
X-NONE

Please Respond Within 3 Days

CASE ID:

00255408COMPANY: CUSTOMER: [REDACTED] ADDRESS: [REDACTED] Youngstown, Ohio

44512SERVICE ADDRESS: [REDACTED] Youngstown,

Ohio 44512AIQ:

Verde Energy USA Ohio LLC SERVICE ACCOUNT NUMBER: NIQ: (330) 503-2766 ***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:

96

Normal
0

false
false
false

EN-US
X-NONE
X-NONE

Please review the customer concern provided below and respond tot he following:-Please provide enrollment TPV and contract terms. -Please state the rate this customer has been billed each month since having Verde. -Please cancel and place customer on your DNC list. - Please respond with resolution. DESCRIPTION OF ISSUE: Callers bill has skyrocketed due to high Verde charges. He said he's never enrolled with Verde and he wants his money back. 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._500t0FMQEt:ref

Email Created Date: 3/8/2019 10:51:08 AM

Email Text Version:

Good morning,

Attached is the TPV recording and sales call for PUCO Complaint No.00255408. As such, Verde will provide a final response by the end of business on 3/12/2019.

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: Darita Patterson [mailto:contactthepuco@puc.state.oh.us]

Sent: Friday, March 08, 2019 9:18 AM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255408 [

ref:_00Dt0GzXt._500t0FMQEt:ref]

[<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 3 Days

CASE ID: 00255408

COMPANY:

CUSTOMER:

ADDRESS:

Youngstown, Ohio 44512

SERVICE ADDRESS: Youngstown, Ohio 44512

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Please review the customer concern provided below and respond to the following:

- Please provide enrollment TPV and contract terms.
- Please state the rate this customer has been billed each month since having Verde.
- Please cancel and place customer on your DNC list.
- Please respond with resolution.

DESCRIPTION OF ISSUE:

Callers bill has skyrocketed due to high Verde charges. He said he's never enrolled with Verde and he wants his money back.

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://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C526cf0d09f62468d9ef408d6a3ddd9f9%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636876570602260996&sdata=K953AOHXndWDNzb0dDh7KrE597GhaizdHiOVCI%2BK0oc%3D&reserved=0](https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C526cf0d09f62468d9ef408d6a3ddd9f9%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636876570602260996&sdata=K953AOHXndWDNzb0dDh7KrE597GhaizdHiOVCI%2BK0oc%3D&reserved=0)

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ref:_00Dt0GzXt._500t0FMQEt:ref

Email Created Date: 3/11/2019 2:15:54 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00255408.

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 his bill skyrocketed due to the high Verde charges. Mr. [REDACTED] states he never enrolled with Verde and wants his money back.

Investigative Results:

- On 1/18/2019, Mr. [REDACTED] authorized his electric and gas accounts to Verde via Amanda Brooks an outbound telemarketer associated with Third Party Vendor Hi Tech Global Solutions Company. Mr. [REDACTED] enrolled the electric account onto Verde's Price Lock 12 plan, which includes the fixed rate of \$0.0929 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 Price Lock 12 plan, which includes the fixed rate of \$0.6250 cents/CCF, with a \$0 MSF as well as a \$0 ETF. (Sales Call and TPV Attached)
- On 1/18/2019, the Welcome Letter was sent to the mailing address on file for the gas account. (Letter Attached)
- On 1/22/2019, the gas account became active.
- On 1/30/2019, the Welcome Letter was sent to the mailing address on file for the electric account. (Letter Attached)
- On 2/7/2019, the electric account became active.
- On 2/26/2019, Verde received PUCO Complaint No. 00255408.
- o Verde received an inbound cancellation transaction from the utility with a date of 2/23/2019 for the gas account.

o Verde submitted an outbound cancellation request to the utility for the electric account.
Outcome:

We'd like to confirm that per the attached sales call and TPV recording Mr. [REDACTED] authorized his electric and gas account to Verde with no objections on 1/18/2019. For this reason, the enrollment to Verde is valid and does not warrant any credits or adjustments. As such, Mr. [REDACTED] is responsible for the charges assessed to him as it is for his household's consumption.

Lastly, the gas account terminated on 2/23/2019 and the electric account is pending a cancellation date determined solely by the utility and not Verde.

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

lbougeois@verdeenergy.com<mailto:lbougeois@verdeenergy.com>
From: Darita Patterson [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 08, 2019 9:18 AM
To: Regulatory
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255408 [ref:_00Dt0GzXt._500t0FMQEt:ref]

[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 3 Days

CASE ID: 00255408
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
Youngstown, Ohio 44512
SERVICE ADDRESS: [REDACTED] Youngstown, Ohio 44512
AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER:

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Please review the customer concern provided below and respond to the following:

- Please provide enrollment TPV and contract terms.
- Please state the rate this customer has been billed each month since having Verde.
- Please cancel and place customer on your DNC list.
- Please respond with resolution.

DESCRIPTION OF ISSUE:

Callers bill has skyrocketed due to high Verde charges. He said he's never enrolled with Verde and he wants his money back.

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://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C504bf9dceb7e456e981908d6a64d5994%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636879249302574110&sdata=mDTaAwkZu99hRKgoh4042w1BJpMufbxLr9aqayJVVtk%3D&reserved=0>](https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C504bf9dceb7e456e981908d6a64d5994%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636879249302574110&sdata=mDTaAwkZu99hRKgoh4042w1BJpMufbxLr9aqayJVVtk%3D&reserved=0)

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Email Created Date: 3/14/2019 4:16:14 PM

Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255408

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Youngstown, Ohio 44512

SERVICE ADDRESS: [REDACTED] !Case.Service_Address_City__c}, Ohio 44512

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Sincerely,

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

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Email Created Date: 3/18/2019 5:03:39 PM

Email Text Version:

Good afternoon,

In regards to the sales agent stating that he "qualifies" is in regards to her asking at the 0:16 second mark where she asks does he receive any financial assistance on his bill. Additionally, the agent references many times throughout the call that he would be signing up for Verde as well as on the TPV recording, the agent also confirmed that Mr. [REDACTED] was signing up for Verde. In addition, the agent does tell Mr. [REDACTED] at the 5:59 minute mark that the verifier cannot answer any of his questions so if he had additional questions to wait until after the verification and that she would answer any questions. For these reasons, Verde agrees that the sales call and enrollment are valid; therefore this account does not warrant any credits or adjustments.

Best 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: Darita Patterson [mailto:contactthepuco@puc.state.oh.us]

Sent: Thursday, March 14, 2019 3:16 PM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255408 [ref:_00Dt0GzXt._500t0FMQEt:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255408

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Youngstown, Ohio 44512

SERVICE ADDRESS: [REDACTED] Youngstown, Ohio 44512

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

This enrollment is very misleading. Mr. [REDACTED] was immediately told he "qualifies" and his account information was requested and he was told that if he had any questions to ask AFTER completing the TPV. This call was never clearly marketing which is why he did not realize he was switching. Please re rate all Verde charges back to the utility rate and inform me of the credit amount. Also, place this customer on your DNC and DNK list.

Sincerely,

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

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Ce436a80b3c90462e432e08d6abe52f4f%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636885398168331776&sdata=TgJ81ik6IdY25KAko%2FI9g%2BajuV4k6J3mYUryYTNjK3w%3D&reserved=0>](https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Ce436a80b3c90462e432e08d6abe52f4f%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636885398168331776&sdata=TgJ81ik6IdY25KAko%2FI9g%2BajuV4k6J3mYUryYTNjK3w%3D&reserved=0)

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004MgrC>]

ref: _00Dt0GzXt._500t0FMQEt:ref

Email Created Date: 3/23/2019 1:05:26 PM

Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00255408

COMPANY:

CUSTOMER:

ADDRESS: Youngstown, Ohio 44512

SERVICE ADDRESS: !Case.Service_Address_City__c}, Ohio 44512

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

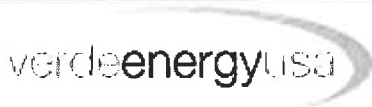
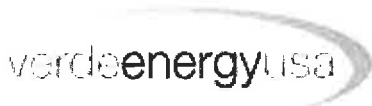
Sincerely,

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

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Case Images

Created Date	Images
3/8/2019 10:51:10 AM	

3/11/2019 2:15:55 PM	 verdeenergyusa
3/18/2019 5:03:40 PM	 verdeenergyusa



P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family!

>001612 00848 011 P51121



Youngstown, OH 44512-1



1/18/2019

Dear

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.

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

Plan

Price Lock 12

Rate

62.50 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 **KHOOD20190109064922**



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 62.50 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 (CO₂) 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 CO₂ emissions associated with Customer's energy consumption, but helps offset the release of the applicable number of metric tons of CO₂ 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), 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. 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.

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 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, 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; email us at 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.





P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family

>005907 00873 013 P51121



Youngstown, OH 44512-



My Plan Details

Account Number

[REDACTED]

Plan

Price Lock 12

Rate

9.29 Cents/KWH

Term

12 Months

Monthly Fee

\$0

Early Termination Fee

\$0

1/30/2019

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.

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

Warm Regards,

Nathan Kroeker
CEO & President

Start Earning Money Today!

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

Use your refer-a-friend ID WHOOD20190116094636



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 9.29 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), 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. 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.

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

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 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, 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; email us at 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.



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Commission of Ohio Docketing Information System on

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in

Case No(s). 19-0958-GE-COI

Summary: Exhibit Exhibit 7 - Part 46 on behalf of The Office of The Ohio Consumers' Counsel electronically filed by Mrs. Tracy J Greene on behalf of O'Brien, Angela D