



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: 00260204	Owner: Kelly Mabra
Account Name: [REDACTED]	Account in Question: Verde Energy USA Ohio LLC
Type:	Account Holder:
Status: Reply Received	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 03-21-2019	Date Closed:
Case Age in Business Days: 33	

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: Mahoning
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Youngstown	Service Address Zip:
Service Address Country: United States	Service Address Phone: [REDACTED]

Industry Information

AIQ Industry: Gas	Territory Account: 001t0000008OFYQAA4
AIQ Sub-Industry: Competitive Retail Natural Gas Service Provider	General Code: Marketing -- Gas
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:

Case Comments

Created Date	Comment
3/21/2019 11:14:04 AM	cust stating she received a high bill from DEO of \$252.80. cust called deo and they adv its because she has Verde. cust called Verde about this because she never enrolled with them or spoke to anyone they said shes not a customer of theirs. I asked cust to look at her bill and to check to see if their name is on it she said yes. cust wants this looked into because they are charging her too much (couldn't locate rate) and she never authorized this. adv cust of investigation process iab
3/22/2019 1:01:17 PM	cust calling back abut the same issue adv cust I opened up investigation 3/21 once the investigator hears back they will call her back icb
5/3/2019 9:29:20 AM	Spoke to Princess and the account is now closed. Nov 14, 2018 to April 18, 2019...she was billed by Verde. Verde VS. Ohio Edison Nov 0.0939 vs. 0.0536 Dec 0.0939 vs 0.0529 Jan 0.0939 vs. 0.521 Feb 0.0939 vs. 0.521 Pending charges that will be billed by Verde and OE rate was 5.22 for March 16 to April 16.

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: Courtney Fleming
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: 3/27/2019 5:30:01 PM

Email Text Version:

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260204

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Youngstown, Ohio 44511

SERVICE ADDRESS: [REDACTED] Youngstown, Ohio 44511

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

She received a high bill from DEO of \$252.80 and found out it was due to Verde. She has never enrolled with this company.

PUCO Question(s):

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

Sincerely,

Kelly Mabra

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref: _00Dt0GzXt._500t0FnYK:ref

Email Created Date: 3/29/2019 6:30:26 PM

Email Text Version:

Good afternoon,

Attached is the TPV recording for PUCO Complaint No.00260204. As such, Verde will provide a final response by the end of business on 4/9/2019.

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, March 27, 2019 4:34 PM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260204 [

ref:_00Dt0GzXt._500t0FnrYK:ref]

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

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SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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ref:_00Dt0GzXt._500t0FnYK:ref

Email Created Date: 4/9/2019 6:15:55 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260204.

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 10/26/2018, [REDACTED] authorized her electric and gas accounts to Verde via Jose Flores an outbound telemarketer associated with Third Party Vendor Transparent BPO. [REDACTED] enrolled onto Verde's Guaranteed Renewable 12, which includes the month to month rate of \$0.0939 cents/kWh for 12 months, with a \$0 Monthly Service Fee ("MSF") and a \$0 Early Termination Fee ("ETF") for the first 12 billing cycles, then will default to a month to month variable rate plan. She enrolled the gas account onto Verde's Clean Choice 12, which includes the fixed rate of \$0.5750 cents/CCF for 12 months, with a \$0 MSF as well as a \$0 ETF. (Sales call and TPV Attached)
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 - On 3/27/2019, Verde received PUCO Complaint No. 00260204.
- o Verde submitted an outbound cancellation request to the utility for the gas account.
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- Outcome:

We'd like to confirm that per the attached sales call and TPV, [REDACTED] authorized her electric and gas accounts to Verde via Transparent BPO on 10/26/2018 with no objections. Additionally, Verde terminated [REDACTED] gas account on 12/19/2018, but then the account was reenrolled with Verde through DEO's MVR program. This program allows the utility to enroll current customers onto flexible, variable month to month plans with participating suppliers in the immediate area. For this reason, the enrollments to Verde are valid and do not warrant any credits or adjustments. [REDACTED] is responsible for the charges assessed to her account as it is for her household's consumption.

Lastly, [REDACTED] gas account is pending a termination date determined solely by the utility and not Verde. In regards to the electric account, it remains active as [REDACTED] has not requested to cancel the account.

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, March 27, 2019 4:34 PM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260204 [ref:_00Dt0GzXt._500t0FnrYK:ref]

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

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

CASE ID: 00260204

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Youngstown, Ohio 44511

SERVICE ADDRESS: [REDACTED] Youngstown, Ohio 44511

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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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%7C62f10ad4734241aefb7608d6bd38ada9%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636904449191483386&sdata=cCe6s4anKp0UTemLHnIzqIcbpGYNyE1VTVMR%2Fim78gU%3D&reserved=0>>

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ref: _00Dt0GzXt._500t0FnYK:ref

Email Created Date: 5/3/2019 9:30:04 AM

Email Text Version:

Verde needs to credit the customer for the rate difference. The sales call was deceptive. The rep stated more than once that there will not be any rate spikes. Verde's rate remained higher than OE the entire time. The information provided to the customer was misleading. Please submit a spreadsheet of the credit calculations.

Verde VS. Ohio Edison

Nov 0.0939 vs. 0.0536

Dec 0.0939 vs 0.0529

Jan 0.0939 vs. 0.521

Feb 0.0939 vs. 0.521

Pending charges that will be billed by Verde and OE rate was 5.22 for March 16 to April 16.

Please credit accordingly.

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

From: Customer Concerns [customerconcerns@sparkenergy.com]
Sent: 4/9/2019 6:13 PM
To: contactthepuco@puco.ohio.gov
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260204 [ref:_00Dt0GzXt._500t0FnYK:ref]

To Whom This May Concern:

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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 10/26/2018, [REDACTED] authorized her electric and gas accounts to Verde via Jose Flores an outbound telemarketer associated with Third Party Vendor Transparent BPO. [REDACTED] enrolled onto Verde's Guaranteed Renewable 12, which includes the month to month rate of \$0.0939 cents/kWh for 12 months, with a \$0 Monthly Service Fee ("MSF") and a \$0 Early Termination Fee ("ETF") for the first 12 billing cycles, then will default to a month to month variable rate plan. She enrolled the gas account onto Verde's Clean Choice 12, which includes the fixed rate of \$0.5750 cents/CCF for 12 months, with a \$0 MSF as well as a \$0 ETF. (Sales call and TPV Attached)
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Outcome:

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Lastly, ██████ gas account is pending a termination date determined solely by the utility and not Verde. In regards to the electric account, it remains active as ██████ has not requested to cancel the account.

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

Kindest Regards,

Louise Bourgeois

Louise Bourgeois | Regulatory Specialist
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lbourgeois@verdeenergy.com

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Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260204 [ref:_00Dt0GzXt._500t0FnYK:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260204

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Youngstown, Ohio 44511

SERVICE ADDRESS: [REDACTED] Youngstown, Ohio 44511

AIQ: Verde Energy USA Ohio LLC

Case Number: 00260204

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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ref:_00Dt0GzXt._500t0FnYK:ref

Email Created Date: 5/3/2019 12:00:17 PM

Email Text Version:

Good Morning,

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

As such, Verde agrees to process a cost analysis to the utility rate for [REDACTED] electric service for the service dates of 11/14/2018 (date of inception) until 4/16/2019 (date of termination). Upon completion of the cost analysis, calculations will be provided and the customer will be refunded accordingly.

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>

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Friday, May 03, 2019 8:32 AM

To: Customer Concerns <customerconcerns@sparkenergy.com>

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260204 [

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She received a high bill from DEO of \$252.80 and found out it was due to Verde. She has never enrolled with this company.

PUCO Question(s):

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

Sincerely,

Kelly Mabra

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Ce86eb703bdf64fd228f008d6cfe06d0c%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636924960142799947&sdata=bKyQ3GSBJEiudXqB3oLW5bIlOLKeHln20f43cT%2FF0QQ%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%7Ce86eb703bdf64fd228f008d6cfe06d0c%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636924960142799947&sdata=bKyQ3GSBJEiudXqB3oLW5bIlOLKeHln20f43cT%2FF0QQ%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=018t0000004MzNe>]

ref:_00Dt0GzXt._500t0FnYK:ref

[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004NpZv]

Case Images

Created Date	Images
3/29/2019 6:30:28 PM	
4/9/2019 6:15:56 PM	
5/3/2019 9:32:07 AM	
5/3/2019 12:00:19 PM	



P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family!

[Redacted Address]
[Redacted Address]
[Redacted Address]



Youngstown, OH 44511-3138



11/12/2018

Dear [Redacted Name],

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

[Redacted Account Number]

Plan

Clean Choice 12

Rate

57.50 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



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 57.50 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. Rebate: In order to redeem the Rebate 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 Rebate form (if applicable), the Rebate form provided at the time of enrollment or on www.verdeenergy.com/energy-rebate. To be eligible, Customer must have enrolled with Verde directly (not any other supplier) and have an active account when the Rebate form is processed. Limit one Rebate offer per enrollment, and lifetime limit of three Rebate offers per account per household. 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 Rebates.

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 Family!



11/9/2018

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

My Plan Details

Account Number

[REDACTED]

Plan

Guaranteed Renewable 12

Rate

9.39 Cents/KWH

Term

Month-to-Month

Monthly Fee

\$0

Early Termination Fee

None

Start Earning Money Today!

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

Use your refer-a-friend ID



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., Suite 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 9.39 Cents/KWH Plus \$0 monthly service fee. 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 1-800-388-3862 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.

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. **Rebate:** In order to redeem the rebate 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 rebate form (if applicable), the rebate form provided at the time of enrollment or on www.verdeenergy.com/energy-rebate. To be eligible, Customer must have enrolled with Verde directly (not any other supplier) and have an active account when the form is processed. Limit one rebate offer per enrollment, and lifetime limit of three rebate offers per account per household. 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 rebates.

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 electric service from Verde Customer consents to Verde collecting, retaining, using and disclosing Customer's personal information in accordance with the Privacy Policy.





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: 00260314

Account Name: [REDACTED]

Type:

Status: Reply Received

Preferred Contact Method: No Preference

Owner: Shawn Thompson

Account in Question: Verde Energy USA
Ohio LLC

Account Holder:

Priority: Standard

Service Type: Residential

CASE DATES:

Date Opened: 03-21-2019

Case Age in Business Days: 33

Date Closed:

Contact Information

Contact: [REDACTED]

Preferred Contact Method: No Preference

Phone: [REDACTED]

Preferred Contact Time:

Mobile: [REDACTED]

Email: [REDACTED]

Service Address Information

Service Account Number: [REDACTED]

Service Address County: Mercer

Service Address Street: [REDACTED]

Service Address State: Ohio

Road

Service Address City: Coldwater

Service Address Zip:

Service Address Country: United States

Service Address Phone: [REDACTED]

Industry Information

AIQ Industry: Electric

Territory Account: 001t0000008OFYIAA4

AIQ Sub-Industry: Competitive Retail Electric Service
Provider

General Code: Marketing -- Electric

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:

Case Comments

Created Date	Comment
3/21/2019 3:25:11 PM	cust stating hes been on auto pay and his bills have been coming out of his account. hes finally looked and seen his bills have been coming in very high. his wife called dp&l and they told her its because they're with Verde. so he called dp&l and adv he never switched to Verde and always just had dp&l. DP&L adv he hasn't been with dp&l since his account changed to national gas and electric back on Nov 1 2017. cust stating he never agreed or his wife and wants this looked into asked cust if he contacted the companies he said this is fraud and he doesn't feel comfortable calling them. adv cust of investigation process icb
3/25/2019 2:31:14 PM	* sent initial email *
3/29/2019 7:25:59 AM	* review interim company response *
4/13/2019 3:48:58 PM	* review company response - ref case 00260310 - NG&E and Verde - pending re-rate *
4/27/2019 3:49:13 PM	* sent follow up email *
5/1/2019 9:51:38 AM	* review interim company response - sent email to DP&L (bill copies) *
5/3/2019 3:29:46 PM	* review company response (Verde) - pending bill copies (DP&L) *

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: Courtney Fleming
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: 3/25/2019 2:30:28 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:

00260314CUSTOMER: [REDACTED] [REDACTED] [REDACTED] Coldwater, Ohio

45828SERVICE ADDRESS: [REDACTED] [REDACTED] Coldwater,

Ohio 45828AIQ:

Verde Energy USA Ohio LLCSERVICE ACCOUNT NUMBER: [REDACTED]

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

DESCRIPTION OF ISSUE: Good afternoon,

Caller states that he never agreed to enroll with this supplier. He states that this is fraud and he is not comfortable contacting the company.

*** Please provide how you obtained the authorization to enroll the customer.*** Please provide the sales call or signed contract, tpv, welcome letter and terms.*** Please provide all of the details regarding this issue to our office for review. Sincerely, Shawn Thompson Public Utilities Commission of

OhioService Monitoring and

Enforcement DepartmentCustomer Service Investigator (800) 686-PUCO

(7826)www.PUCO.ohio.gov

Normal
0

false
false
false

EN-US
X-NONE
X-NONE

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ref:_00Dt0GzXt._500t0GHHEw:ref

Email Created Date: 3/27/2019 7:58:33 PM

Email Text Version:

Good Afternoon Ms. Thompson,

Per O.A.C. 4901:1-21-06(D)(1)(h)(v), attached you will find TPV for PUCO Complaint No. 00260314. Please be aware that this customer authorized the enrollment National Gas and Electric ("NGE") on 09/10/2017. On 03/14/2018, NGE sent an assignment letter to [REDACTED] indicating that the account would be assigned to Verde (Assignment Letter Attached).

Please be aware that Verde will provide final response to PUCO Complaint No. 00260314 by 04/03/2019.

Best Regards,

Edwin Quinonez

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

Edwin Quinonez | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Shawn Thompson <contactthepuco@puc.state.oh.us>

Sent: Monday, March 25, 2019 1:30 PM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [

ref:_00Dt0GzXt._500t0GHHEw: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: 00260314

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Coldwater, Ohio 45828

SERVICE ADDRESS: [REDACTED] Coldwater, Ohio 45828

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that he never agreed to enroll with this supplier. He states that this is fraud and he is not comfortable contacting the company.

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

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

www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cfb9ef26bfad944f0963308d6b30ffb10%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636893279070420978&sdata=KMTmqGAAUW3oKtX%2BCg3kolYrglujtYKPfXbXpql8ELw%3D&reserved=0>

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[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004Muef]

ref:_00Dt0GzXt._500t0GHHEw:ref

Email Created Date: 4/3/2019 6:47:40 PM

Email Text Version:

Good Afternoon,

This is an update to PUCO Complaint Case No. 00260314.

Please be aware that Verde is still gathering the date to fully resolve complaint No. 00260314. As such, Verde will provide final response by 04/04/2019.

Best Regards,

Edwin Quinonez

From: Shawn Thompson <contactthepuco@puc.state.oh.us>

Sent: Monday, March 25, 2019 1:30 PM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [

ref:_00Dt0GzXt._500t0GHHEw:ref]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt0000000GzXt]

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

CASE ID: 00260314

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Coldwater, Ohio 45828

SERVICE ADDRESS: [REDACTED] Coldwater, Ohio 45828

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that he never agreed to enroll with this supplier. He states that this is fraud and he is not comfortable contacting the company.

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C812951a0074c4bcc957e08d6b8865dd2%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636899284575685244&sdata=tCS0bjl5qj%2BtjCm5d6dPg5W9MMoMvUCXZdO2NVYIAZA%3D&reserved=0>>
>

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[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004Muef]

ref:_00Dt0GzXt._500t0GHHEw:ref

Email Created Date: 4/4/2019 8:46:24 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260314.

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

[REDACTED] has filed a complaint with the Public Utility Commission of Ohio ("PUCO") on behalf of [REDACTED] because he states that he never authorized the enrollment to Verde.

Investigative Results:

- On 10/09/2017, [REDACTED] authorized the electric enrollment to National Gas & Electric ("NGE") via Outbound Telemarketer into a 3 month fixed rate of \$0.0599 along with a \$5.95 monthly Service Fee. (TPV Attached)
- On 10/11/2017, NGE generated and sent a Welcome Letter. (Letter Attached)
- On 11/01/2017, the electric account became active with NGE.
- 12/17/2017, NGE generated and sent a Contract Expiration Notice. (Notice Attached)
- On 02/01/2018, due to no response, the electric account defaulted into a month to month variable plan.
- On 03/14/2018, NGE mailed out an Assignment Letter to [REDACTED] advising him that the electric account would transition to Verde approximately on 04/15/18. The letter stated that if the customer had any objections to contact Verde by 04/14/18. (Letter Attached)

- On 06/01/2018, the electric account became active with Verde under the same month to month contract terms.
 - On 03/21/2019, [REDACTED] contacted Verde because she wanted to know how her account was enrolled to Verde. At this time, it was explained that her account was acquired.
 - On 03/25/2019, Verde was in receipt of PUCO Complaint No. 00260314.
- Outcome:

We'd like to confirm that per the attached TPV completed on 10/09/2017, [REDACTED] authorized the electric enrollment to NGE. Additionally, per the attached assignment letter sent on 03/14/2018, [REDACTED] was properly notified that the electric account would transition to Verde approximately on 04/15/18. The letter stated that if the customer had any objections to contact NGE by 04/14/18.

However, after careful review of the TPV, we have determined that because of [REDACTED] uncertainty of the NGE offer; this enrollment should have been deemed a "No Sale". As such, Verde will perform a cost analysis for the NGE service period between 11/01/2017 (Inception) - 06/01/2018 (Termination) and Verde's service period between 06/01/2018 (Inception) to 05/01/2019 (Termination). If a credit is deemed due, [REDACTED] will be refunded accordingly.

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

Kindest Regards,
 Edwin Quinonez
[\[https://www.sparkenergy.com/SignatureImages/verdeusa.png\]](https://www.sparkenergy.com/SignatureImages/verdeusa.png)
 Edwin Quinonez | Regulatory Specialist
 12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

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From: Customer Concerns <customerconcerns@sparkenergy.com>
 Sent: Wednesday, April 03, 2019 5:47 PM
 To: 'Shawn Thompson' <contactthepuco@puc.state.oh.us>
 Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

Good Afternoon,

This is an update to PUCO Complaint Case No. 00260314.

Please be aware that Verde is still gathering the date to fully resolve complaint No. 00260314. As such, Verde will provide final response by 04/04/2019.

Best Regards,

Edwin Quinonez

From: Shawn Thompson

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

Sent: Monday, March 25, 2019 1:30 PM

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

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [

ref:_00Dt0GzXt._500t0GHHEw: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: 00260314

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Coldwater, Ohio 45828

SERVICE ADDRESS: [REDACTED] Coldwater, Ohio 45828

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that he never agreed to enroll with this supplier. He states that this is fraud and he is not comfortable contacting the company.

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Ce49b113750804581734f08d6b95fe8d8%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636900219759847536&sdata=g7C9snfWNn2VACbk5CefWBvNffaiSG5KwXJgf58EhEs%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%7Ce49b113750804581734f08d6b95fe8d8%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636900219759847536&sdata=g7C9snfWNn2VACbk5CefWBvNffaiSG5KwXJgf58EhEs%3D&reserved=0)

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004Muef>]

ref:_00Dt0GzXt._500t0GHHEw:ref

Email Created Date: 4/27/2019 3:48:31 PM

Email Text Version:

Good afternoon,

Have you completed the cost analysis to determine the re-rate amount. Please provide an update or final response.

Thank you,

Shawn Thompson

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/4/2019 8:44 PM

To: contactthepuco@puco.ohio.gov

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260314.

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

[REDACTED] has filed a complaint with the Public Utility Commission of Ohio ("PUCO") on behalf of [REDACTED] because he states that he never authorized the enrollment to Verde.

Investigative Results:

- On 10/09/2017, [REDACTED] authorized the electric enrollment to National Gas & Electric ("NGE") via Outbound Telemarketer into a 3 month fixed rate of \$0.0599 along with a \$5.95 monthly Service Fee. (TPV Attached)
- On 10/11/2017, NGE generated and sent a Welcome Letter. (Letter Attached)
- On 11/01/2017, the electric account became active with NGE.
- 12/17/2017, NGE generated and sent a Contract Expiration Notice. (Notice Attached)
- On 02/01/2018, due to no response, the electric account defaulted into a month to month variable plan.
- On 03/14/2018, NGE mailed out an Assignment Letter to [REDACTED] advising him that the electric account would transition to Verde approximately on 04/15/18. The letter stated that if the customer had any objections to contact Verde by 04/14/18. (Letter Attached)

- On 06/01/2018, the electric account became active with Verde under the same month to month contract terms.
- On 03/21/2019, [REDACTED] contacted Verde because she wanted to know how her account was enrolled to Verde. At this time, it was explained that her account was acquired.
- On 03/25/2019, Verde was in receipt of PUCO Complaint No. 00260314.

Outcome:

We'd like to confirm that per the attached TPV completed on 10/09/2017, [REDACTED] authorized the electric enrollment to NGE. Additionally, per the attached assignment letter sent on 03/14/2018, [REDACTED] was properly notified that the electric account would transition to Verde approximately on 04/15/18. The letter stated that if the customer had any objections to contact NGE by 04/14/18.

However, after careful review of the TPV, we have determined that because of [REDACTED] uncertainty of the NGE offer; this enrollment should have been deemed a "No Sale". As such, Verde will perform a cost analysis for the NGE service period between 11/01/2017 (Inception) - 06/01/2018 (Termination) and Verde's service period between 06/01/2018 (Inception) to 05/01/2019 (Termination). If a credit is deemed due, [REDACTED] will be refunded accordingly.

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

Kindest Regards,

Edwin Quinonez

Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@verdeenergy.com

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you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Wednesday, April 03, 2019 5:47 PM
To: 'Shawn Thompson' <contactthepuco@puc.state.oh.us>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

Good Afternoon,

This is an update to PUCO Complaint Case No. 00260314.

Please be aware that Verde is still gathering the date to fully resolve complaint No. 00260314. As such, Verde will provide final response by 04/04/2019.

Best Regards,

Edwin Quinonez

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Monday, March 25, 2019 1:30 PM
To: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00260314

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] [REDACTED] Coldwater, Ohio 45828

SERVICE ADDRESS: [REDACTED] [REDACTED] Coldwater, Ohio 45828

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that he never agreed to enroll with this supplier. He states that this is fraud and he is not comfortable contacting the company.

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0GHHEw:ref

Email Created Date: 4/29/2019 10:30:33 AM

Email Text Version:

Good Morning Ms. Thompson,

Thank you for allowing me to address your additional concerns.

Please be aware that the cost analysis will not be processed until the final invoices and payments are generated. As it stands, [REDACTED] electric account is scheduled to terminate on 05/01/2019. Once the account terminates, Verde will perform a cost analysis and any credits will be applied to the account. If any credit is deemed due, [REDACTED] will be refunded accordingly.

In as much, Verde will provide the cost analysis to the PUCO on or after 05/01/2019.

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

Best Regards,

Edwin Quinonez

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

Edwin Quinonez | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

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From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Saturday, April 27, 2019 2:49 PM
To: Regulatory <regulatory@sparkenergy.com>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

Good afternoon,

Have you completed the cost analysis to determine the re-rate amount. Please provide an update or final response.

Thank you,

Shawn Thompson

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

From: Customer Concerns [customerconcerns@sparkenergy.com]
Sent: 4/4/2019 8:44 PM
To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260314.

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

[REDACTED] has filed a complaint with the Public Utility Commission of Ohio ("PUCO") on behalf of [REDACTED] because he states that he never authorized the enrollment to Verde.

Investigative Results:

- On 10/09/2017, [REDACTED] authorized the electric enrollment to National Gas & Electric ("NGE") via Outbound Telemarketer into a 3 month fixed rate of \$0.0599 along with a \$5.95 monthly Service Fee. (TPV Attached)
- On 10/11/2017, NGE generated and sent a Welcome Letter. (Letter Attached)
- On 11/01/2017, the electric account became active with NGE.
- 12/17/2017, NGE generated and sent a Contract Expiration Notice. (Notice Attached)
- On 02/01/2018, due to no response, the electric account defaulted into a month to month variable plan.
- On 03/14/2018, NGE mailed out an Assignment Letter to [REDACTED] advising him that the electric account would transition to Verde approximately on 04/15/18. The letter stated that if the customer had any objections to contact Verde by 04/14/18. (Letter Attached)
- On 06/01/2018, the electric account became active with Verde under the same month to month contract terms.
- On 03/21/2019, [REDACTED] contacted Verde because she wanted to know how her account was enrolled to Verde. At this time, it was explained that her account was acquired.
- On 03/25/2019, Verde was in receipt of PUCO Complaint No. 00260314.

Outcome:

We'd like to confirm that per the attached TPV completed on 10/09/2017, [REDACTED] authorized the electric enrollment to NGE. Additionally, per the attached assignment letter sent on 03/14/2018, [REDACTED] was properly notified that the electric account would transition to Verde approximately on 04/15/18. The letter stated that if the customer had any objections to contact NGE by 04/14/18.

However, after careful review of the TPV, we have determined that because of [REDACTED] uncertainty of the NGE offer; this enrollment should have been deemed a "No Sale". As such, Verde will perform a cost analysis for the NGE service period between 11/01/2017 (Inception) - 06/01/2018 (Termination) and Verde's service period between 06/01/2018 (Inception) to 05/01/2019 (Termination). If a credit is deemed due, [REDACTED] will be refunded accordingly.

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

Kindest Regards,

Edwin Quinonez
[<https://www.sparkenergy.com/SignatureImages/verdeusa.png>]
Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

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From: Customer Concerns
<customerconcerns@sparkenergy.com<<mailto:customerconcerns@sparkenergy.com>>>
Sent: Wednesday, April 03, 2019 5:47 PM
To: 'Shawn Thompson'
<contactthepuco@puc.state.oh.us<<mailto:contactthepuco@puc.state.oh.us>>>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

Good Afternoon,

This is an update to PUCO Complaint Case No. 00260314.

Please be aware that Verde is still gathering the date to fully resolve complaint No. 00260314. As such, Verde will provide final response by 04/04/2019.

Best Regards,

Edwin Quinonez

From: Shawn Thompson
<contactthepuco@puc.state.oh.us<<mailto:contactthepuco@puc.state.oh.us>>>
Sent: Monday, March 25, 2019 1:30 PM
To: Regulatory <regulatory@sparkenergy.com<<mailto:regulatory@sparkenergy.com>>>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw: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: 00260314

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Coldwater, Ohio 45828

SERVICE ADDRESS: [REDACTED] Coldwater, Ohio 45828

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that he never agreed to enroll with this supplier. He states that this is fraud and he is not comfortable contacting the company.

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C0021cbaed72d4dd2247108d6ccaf39c4%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636921450296487029&sdata=8zJWeOzpVzUz5iDxoKY5usaEvtNjr4vhvpsbuXam2zU%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%7C0021cbaed72d4dd2247108d6ccaf39c4%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636921450296487029&sdata=8zJWeOzpVzUz5iDxoKY5usaEvtNjr4vhvpsbuXam2zU%3D&reserved=0)

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004Muef>]

ref:_00Dt0GzXt._500t0GHHEw:ref

[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004Nfei>]

Email Created Date: 5/1/2019 9:50:53 AM

Email Text Version:

Initial Submission of a Consumer Complaint
Please Respond Within 10 Business Days

CASE ID: 00260314

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Coldwater, Ohio 45828

SERVICE ADDRESS: [REDACTED]

Coldwater, Ohio 45828

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:

Sincerely,

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

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

Email Created Date: 5/2/2019 12:05:50 PM

Email Text Version:

Good Morning Ms. Thompson,

This is Verde's update to PUCO Case No. 00260314.

Attached you will find the Verde & National Gas & Electric's cost analysis for PUCO Case No. 00260314. Please be aware that [REDACTED] will receive 2 separate checks via regular USPS (NGE: \$936.37, Verde: \$2,124,368). We ask that you please allow up to 21 business days for [REDACTED] to receive payments.

Please let me know if you have further concerns regarding this matter.

Best Regards,
Edwin Quinonez
[<https://www.sparkenergy.com/SignatureImages/verdeusa.png>]
Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

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From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Monday, April 29, 2019 9:30 AM
To: 'PUCO Consumer Call Center' <contactthepuco@puc.state.oh.us>

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

Good Morning Ms. Thompson,

Thank you for allowing me to address your additional concerns.

Please be aware that the cost analysis will not be processed until the final invoices and payments are generated. As it stands, [REDACTED] electric account is scheduled to terminate on 05/01/2019. Once the account terminates, Verde will perform a cost analysis and any credits will be applied to the account. If any credit is deemed due, [REDACTED] will be refunded accordingly.

In as much, Verde will provide the cost analysis to the PUCO on or after 05/01/2019.

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

Best Regards,

Edwin Quinonez

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

Edwin Quinonez | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

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From: PUCO Consumer Call Center

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

Sent: Saturday, April 27, 2019 2:49 PM

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

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

Good afternoon,

Have you completed the cost analysis to determine the re-rate amount. Please provide an update or final response.

Thank you,

Shawn Thompson

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/4/2019 8:44 PM

To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260314.

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

[REDACTED] has filed a complaint with the Public Utility Commission of Ohio ("PUCO") on behalf of [REDACTED] because he states that he never authorized the enrollment to Verde.

Investigative Results:

- On 10/09/2017, [REDACTED] authorized the electric enrollment to National Gas & Electric ("NGE") via Outbound Telemarketer into a 3 month fixed rate of \$0.0599 along with a \$5.95 monthly Service Fee. (TPV Attached)
- On 10/11/2017, NGE generated and sent a Welcome Letter. (Letter Attached)
- On 11/01/2017, the electric account became active with NGE.
- 12/17/2017, NGE generated and sent a Contract Expiration Notice. (Notice Attached)
- On 02/01/2018, due to no response, the electric account defaulted into a month to month variable plan.

- On 03/14/2018, NGE mailed out an Assignment Letter to [REDACTED] advising him that the electric account would transition to Verde approximately on 04/15/18. The letter stated that if the customer had any objections to contact Verde by 04/14/18. (Letter Attached)
- On 06/01/2018, the electric account became active with Verde under the same month to month contract terms.
- On 03/21/2019, [REDACTED] contacted Verde because she wanted to know how her account was enrolled to Verde. At this time, it was explained that her account was acquired.
- On 03/25/2019, Verde was in receipt of PUCO Complaint No. 00260314.

Outcome:

We'd like to confirm that per the attached TPV completed on 10/09/2017, [REDACTED] authorized the electric enrollment to NGE. Additionally, per the attached assignment letter sent on 03/14/2018, [REDACTED] was properly notified that the electric account would transition to Verde approximately on 04/15/18. The letter stated that if the customer had any objections to contact NGE by 04/14/18.

However, after careful review of the TPV, we have determined that because of [REDACTED] uncertainty of the NGE offer; this enrollment should have been deemed a "No Sale". As such, Verde will perform a cost analysis for the NGE service period between 11/01/2017 (Inception) - 06/01/2018 (Termination) and Verde's service period between 06/01/2018 (Inception) to 05/01/2019 (Termination). If a credit is deemed due, [REDACTED] will be refunded accordingly.

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

Kindest Regards,

Edwin Quinonez

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

Edwin Quinonez | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

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From: Customer Concerns
<customerconcerns@sparkenergy.com<mailto:customerconcerns@sparkenergy.com>>
Sent: Wednesday, April 03, 2019 5:47 PM
To: 'Shawn Thompson'
<contactthepuco@puc.state.oh.us<mailto:contactthepuco@puc.state.oh.us>>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw:ref]

Good Afternoon,

This is an update to PUCO Complaint Case No. 00260314.

Please be aware that Verde is still gathering the date to fully resolve complaint No. 00260314.
As such, Verde will provide final response by 04/04/2019.

Best Regards,

Edwin Quinonez

From: Shawn Thompson
<contactthepuco@puc.state.oh.us<mailto:contactthepuco@puc.state.oh.us>>
Sent: Monday, March 25, 2019 1:30 PM
To: Regulatory <regulatory@sparkenergy.com<mailto:regulatory@sparkenergy.com>>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [ref:_00Dt0GzXt._500t0GHHEw: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: 00260314
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Coldwater, Ohio 45828
SERVICE ADDRESS: [REDACTED] Coldwater, Ohio 45828
AIQ: Verde Energy USA Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that he never agreed to enroll with this supplier. He states that this is fraud and he is not comfortable contacting the company.

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C78c686e52ea14cecf2cf08d6cf17c606%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636924099463182021&sdata=Hqr%2BOKnHPtu32mgYYVH9AH%2BNUAHJSLQUQsYkN9dYBfk%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%7C78c686e52ea14cecf2cf08d6cf17c606%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636924099463182021&sdata=Hqr%2BOKnHPtu32mgYYVH9AH%2BNUAHJSLQUQsYkN9dYBfk%3D&reserved=0)

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ref:_00Dt0GzXt._500t0GHHEw:ref

[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004Nfei]

Email Created Date: 5/6/2019 8:16:21 AM

Email Text Version:

May 6, 2019

Good Morning Shawn,

Our response to [REDACTED] complaint follows;

Please provide bill copies for the service period of 6/1/18 to 5/1/19.
Please see attached

Michelle [Description: Description: DPL_header_logo.jpg]

Michelle Potter

Customer Billing & Revenue Support

PUCO & Reliability

937-331-3918 local | 800-253-5795 toll free

1900 Dryden Rd. | Dayton, Ohio 45439

From: Shawn Thompson <contactthepuco@puc.state.oh.us>

Sent: Wednesday, May 01, 2019 9:51 AM

To: DPL PUCO / OCC <puco.occ@aes.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260314 [

ref:_00Dt0GzXt._500t0GHHEw: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: 00260314

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Coldwater, Ohio 45828

SERVICE ADDRESS: [REDACTED] Coldwater, Ohio 45828

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

Case Number: 00260314

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

DESCRIPTION OF ISSUE:

Good morning,

I am working on a supplier re-rate for the customer. Please provide bill copies for the service period of 6/1/18 to 5/1/19.

Thank you,


Shawn Thompson
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%7C48bb98977d444585d20808d6d21c6c3c%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636927417599247761&sdata=TbwFJ3DoL1UTLvA3TShTi7c1ZWHE96d4Lr1tJEUg9Sg%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%7C48bb98977d444585d20808d6d21c6c3c%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636927417599247761&sdata=TbwFJ3DoL1UTLvA3TShTi7c1ZWHE96d4Lr1tJEUg9Sg%3D&reserved=0)

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004Nlz5>]

ref:_00Dt0GzXt._500t0GHHEw:ref

Case Images

Created Date	Images
5/6/2019 8:16:24 AM	



12140 Wickchester Ln., Ste. 100
Houston, TX 77079

March 14, 2018



[REDACTED]
[REDACTED]
Coldwater, OH 45828

Utility: Dayton Power & Light

Account Number: [REDACTED]

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

Dear [REDACTED]

National Gas & Electric, LLC ("National Gas & Electric") has appreciated the opportunity to serve as the energy service company of ELECTRIC for your Dayton Power & Light account. However, in accordance with your terms and conditions, we are writing to let you know that National Gas & Electric will assign your ELECTRIC service to Verde Energy USA Ohio, LLC ("Verde Energy"), another certified retail energy supplier licensed by the OH Public Service Commission, effective with your first meter read date after the assignment transaction, on approximately 4/15/2018. After such date, you should contact Verde Energy directly regarding your ELECTRIC supply service.

Verde Energy is run by an experienced team of energy experts with decades of retail energy supply and utility experience. The Verde Energy 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 Energy will honor your current agreement in place with National Gas & Electric 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 Dayton Power & Light bill as normal and call Dayton Power & Light in case of an outage or emergency just as you do today. The same quality support and service that you are used to with National Gas & Electric will continue with Verde Energy.

If you have a fixed rate plan with National Gas & Electric, 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 National Gas & Electric, your service will continue under the same variable ELECTRIC rate. You may also contact Verde Energy directly to see what other options are available to you, including new options with Verde Energy when your contract expires.

If you have any questions about the transfer of service, please contact National Gas & Electric by 4/14/2018. 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 Energy.

Kind Regards,

Keith Maxwell
Chief Executive Officer and President
National Gas & Electric, LLC
12140 Wickchester Ln., Ste. 100
Houston, TX 77079
Phone: 888-442-0002
Email: Service@NGandE.com
Call Center: Mon-Fri: 8am-5pm EST

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@sparkenergy.com
Call Center: Mon-Fri: 9:00AM-6:00PM EST



12140 Wickchester Ln., Ste. 100
Houston, TX 77079



Frequently Asked Questions

Will my ELECTRIC services be cut off?

No, this transfer will not cause an interruption of your ELECTRIC services and you should continue to pay your Dayton Power & Light bill as normal.

Whom do I call in case of a power outage or emergency?

Your Utility has not changed; you should call Dayton Power & Light for any outage or emergency just as you do today.

Will my current rate change?

If you have a fixed rate plan with National Gas & Electric, 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 National Gas & Electric, your service will continue under the same variable ELECTRIC rate. After 4/15/2018 you may also contact Verde Energy directly to see what other options are available.

Will my meter read cycle or utility charges change?

No, you will continue to receive your bill from Dayton Power & Light as you always have. The only change is that Verde Energy will now be listed as the energy service company.

What will happen to my contract / agreement with National Gas & Electric?

Contract assignment is allowed per the terms and conditions of your National Gas & Electric agreement. Verde Energy will honor your current agreements with National Gas & Electric so no changes will occur with their terms or conditions until the contract end date. If you are a National Gas & Electric 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 Energy.

My contract was about to expire with National Gas & Electric, what does this mean for me?

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

Do I need to do anything to switch to Verde Energy?

No, you will not need to do anything. We will make this transition as smooth as possible for you. National Gas & Electric will assign your ELECTRIC service to Verde Energy, another energy service company licensed by the OH Public Service Commission.

When can I expect Verde Energy to become my official energy service company?

National Gas & Electric will assign your ELECTRIC service to Verde Energy, another energy service company licensed by the OH Public Service Commission, effective with your first meter reading date after the assignment transaction, on approximately 4/15/2018.

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

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

How will I know when I have started services with Verde Energy?

Verde Energy will appear as your ELECTRIC energy service company in the Energy Supply portion of your utility bill.

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

You can only opt out of the switch to Verde Energy by requesting to drop to the Utility or switch to another energy service company while active with National Gas & Electric. Early Termination Fees will apply if set forth in your current contract with National Gas & Electric and only if you cancel your agreement with National Gas & Electric prior to the end of your contract term.

Who do I contact should I have questions?

If you have any questions about the transfer of service, please contact National Gas & Electric.

Phone: 888-442-0002

E-mail: Service@NGandE.com

Call Center Hours: Mon-Fri: 8am-5pm EST

How can I learn more about Verde Energy as my new retail energy service company?

Please visit Verde Energy online at www.verdeenergy.com



12140 Wickchester Ln., Ste. 100
Houston, TX 77079



██████████
██████████ ██████████
Coldwater, OH 45828

Utilidad: Dayton Power & Light

Número de Cuenta:

NINGUNA ACCIÓN REQUERIDA: Su servicio continuará bajo su contrato de servicio actual sin interrupción.

Estimado/a ██████████

National Gas & Electric, LLC ("National Gas & Electric") ha apreciado la oportunidad de servir como su compañía de servicios de energía de ELECTRIC para su cuenta de Dayton Power & Light. Sin embargo, de acuerdo con sus términos y condiciones, le escribimos para informarle que National Gas & Electric asignará su servicio de ELECTRIC a Verde Energy USA Ohio, LLC ("Verde Energy"), otro proveedor certificado de energía minorista autorizado por la Comisión de servicio público de OH, efectiva con su primera fecha de lectura del medidor después de la transacción de asignación, en aproximadamente 4/15/2018. Después de dicha fecha, debe ponerse en contacto con Verde Energy directamente con respecto a su servicio de suministro de ELECTRIC.

Verde Energy está manejado por un equipo de expertos en energía con décadas de experiencia en el suministro de energía y servicios públicos. La experiencia del equipo de Verde Energy en los mercados de energía desregulados les permite ofrecer precios competitivos y un servicio al cliente amigable.

No se requiere ninguna acción de su parte cuando ocurre esta transferencia. Verde Energy honrará su acuerdo actual con National Gas & Electric y no habrá cambios a los términos o condiciones durante la vigencia de su contrato actual. Esta transferencia no causará una interrupción de sus servicios de ELECTRIC y deberá continuar pagando su factura de Dayton Power & Light como es normal y llamar a Dayton Power & Light en caso de interrupción o emergencia tal como lo hace hoy. El mismo soporte de calidad y servicio al que está acostumbrado con National Gas & Electric continuará con Verde Energy.

Si tiene un plan de tarifa fija con National Gas & Electric, su servicio continuará con la misma tarifa fija hasta el final del plazo de su contrato o tras la cancelación del servicio (se pueden aplicar tarifas por cancelación anticipada si su contrato actual lo prevé). Si actualmente recibe servicios a una tarifa variable con National Gas & Electric, su servicio continuará bajo la misma tarifa variable de ELECTRIC. También puede ponerse en contacto con Verde Energy directamente para ver qué otras opciones están disponibles para usted, incluidas las nuevas opciones con Verde Energy cuando expire su contrato.

Si tiene alguna pregunta sobre la transferencia del servicio, comuníquese con National Gas & Electric antes de la 4/14/2018. Para su comodidad, la información de contacto de ambas compañías se muestra a continuación. Le agradecemos la oportunidad de servirle y confiamos en que disfrutará de su nuevo servicio con Verde Energy.

Saludos cordiales,

Keith Maxwell
Chief Executive Officer and President
National Gas & Electric, LLC
12140 Wickchester Ln., Ste. 100
Houston, TX 77079
Phone: 888-442-0002
Email: Service@NGandE.com
Call Center: Mon-Fri: 8am-5pm EST

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@sparkenergy.com
Call Center: Mon-Fri: 9:00AM-6:00PM EST

Preguntas Frecuentes



12140 Wickchester Ln., Ste. 100
Houston, TX 77079

¿Se cortará mi servicio de ELECTRIC?

No, esta transferencia no causará una interrupción de sus servicios de ELECTRIC y deberá seguir pagando su factura de Dayton Power & Light como de costumbre.

¿A quién debo llamar en caso de un corte de energía o emergencia?

Su utilidad no ha cambiado; debe llamar a Dayton Power & Light para cualquier interrupción o emergencia tal como lo hace hoy.

¿Cambiará mi tasa actual?

Si tiene un plan de tarifa fija con National Gas & Electric, su servicio continuará con la misma tarifa fija hasta el final de su período de contrato o tras la cancelación del servicio (pueden aplicarse cargos por cancelación anticipada). Si actualmente recibe servicios a una tarifa variable con National Gas & Electric, su servicio continuará bajo la misma tarifa variable de ELECTRIC. Después de 4/15/2018, también puede ponerse en contacto con Verde Energy directamente para ver qué otras opciones hay disponibles.

¿Cambiará el ciclo de lectura de mi medidor o los cargos de servicios cambian?

No, continuará recibiendo tu factura de Dayton Power & Light como siempre lo has hecho. El único cambio es que Verde Energy ahora figurará como la compañía de servicios de energía.

¿Qué pasará con mi contrato / acuerdo con National Gas & Electric?

La asignación de contrato está permitida según los términos y condiciones de su contrato con National Gas & Electric. Verde Energy honrará sus acuerdos actuales con National Gas & Electric, por lo que no se producirán cambios con sus términos o condiciones hasta la fecha de finalización del contrato. Si usted es un cliente de National Gas & Electric en un Plan de Tasa Variable, la tasa variable de ELECTRIC continuará en la misma tasa variable. También será elegible para renovar a un plan de tarifa fija con Verde Energy.

Mi contrato estaba al vencer con National Gas & Electric, ¿qué significa esto para mí?

Si el contrato expira antes de la fecha de vigencia de su transferencia, su servicio continuará bajo la tarifa variable de National Gas & Electric a menos que elija una nueva tarifa fija de Verde Energy. Si su contrato expira después de la fecha de vigencia de su transferencia, comuníquese con Verde Energy para obtener sus ofertas actuales del plan.

¿Debo hacer algo para cambiar a Verde Energy?

No, no necesitará hacer nada. Haremos esta transición lo más suave posible para usted. National Gas & Electric asignará su servicio de ELECTRIC a Verde Energy, otra empresa de servicios de energía autorizada por la Comisión de Servicio Público de OH.

¿Cuándo puedo esperar que Verde Energy se convierta a mi compañía oficial de servicios de energía?

National Gas & Electric asignará su servicio de ELECTRIC a Verde Energy, otra compañía de servicios de energía autorizada por la Comisión de Servicio Público de OH, efectiva con su primera fecha de lectura del medidor después de la transacción de asignación, en aproximadamente 4/15/2018.

¿Tendré que registrarme con Verde Energy o pasar por una verificación de crédito nuevamente?

No, Verde Energy le da la bienvenida como su cliente de una manera clara y sin complicaciones.

¿Cómo sabré cuándo comencé los servicios con Verde Energy?

Verde Energy aparecerá como su compañía de servicios de energía de ELECTRIC en la porción de suministro de energía de su factura de servicios de utilidad.

¿Podré optar de no participar en el cambio a Verde Energy?

Solo puede optar de no participar en el cambio a Verde Energy solicitando a la empresa de utilidad o cambiar a otra compañía de servicios de energía mientras esté activa con National Gas & Electric. Se aplicarán cargos por cancelación anticipada si se establece en su contrato actual con National Gas & Electric y solo si cancela su contrato con National Gas & Electric antes de la finalización del plazo de su contrato.

¿Con quién me pongo en contacto si tengo alguna pregunta?

Si tiene alguna pregunta sobre la transferencia del servicio, comuníquese con National Gas & Electric.
Teléfono: 888-442-0002
Correo electrónico: Service@NGandE.com
Horario del centro de llamadas: de lunes a viernes: de 8 a.m. a 5 p.m. EST

¿Cómo puedo obtener más información sobre Verde Energy como mi nueva compañía minorista de servicios de energía?

Visite Verde Energy en www.verdeenergy.com.



Customer Service: 888-442-0002

Utility Account Number: [REDACTED]

10/11/2017

Confirmation #: [REDACTED]

[REDACTED]

[REDACTED]

Coldwater, Ohio 45828

Plan Snapshot

Service Type:	Electricity
Plan Type:	Fixed
Term:	3 Months
Rate:	5.99¢ kWh
Utility Service Area:	Dayton Power & Light
Monthly Fee:	\$5.95/month
Early Termination Fee:	\$0.00

Welcome to National Gas & Electric!

Dear [REDACTED]

Thank you for selecting National Gas & Electric as your Electricity Supplier! We have received your enrollment request for processing. You have chosen our Secure Power 3 plan. Our dedicated team of elite industry professionals is available to answer any questions you may have regarding your account with us. Below we have noted important information for your review:

- Your utility company will be sending you notification confirming your enrollment with National Gas & Electric.
- Your utility will continue to maintain your equipment, read your meter, deliver your Electricity, respond to any emergencies, and provide you with your monthly bill which will include our supply charges.
- Depending on the date your utility reads your meter, it can take 1-2 billings cycles before you see National Gas & Electric charges on your bill.
- As a National Gas & Electric Customer you will begin to benefit from our extensive industry knowledge and have confidence that our professionals are managing your energy needs while providing the exceptional customer service you deserve.
- In the attached Disclosure statement we have summarized the product plan you have selected and the key terms surrounding your plan selection.
- We have attached a copy of your Terms of Service detailing the conditions of the plan you have selected.

Should you have any questions or need assistance, you may contact one of our Energy Specialists by emailing us at Service@NGandE.com or calling in toll free at 888-442-0002.

Thank you again for selecting National Gas & Electric! We look forward to the opportunity of establishing a lasting relationship with you and managing all of your supply needs!

Best Regards,

W. Keith Maxwell III
CEO

12140 Wickchester Ln, Houston, TX 77079

Website: www.NGandE.com

Hours of Operation:

M-F 8 am- 5 pm EST



Ohio Residential and Small Commercial Disclosure Statement and Terms of Service

This is an agreement for electric generation service between National Gas & Electric, LLC ("National Gas & Electric" or "we") and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Disclosure Statement, including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from National Gas & Electric (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. National Gas & Electric is licensed by the Public Utility Commission of Ohio to offer and supply electric generation services in Ohio. We set the generation prices and charges that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Electric Distribution Company (EDC) – The public utility providing facilities for the distribution of electricity to retail customers.
- Generation Charge – Charge for production of electricity.
- Public Utility Commission of Ohio (PUCO) – the Public Utility Commission of Ohio.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Right of Rescission - Customers have the right to rescind this Agreement by contacting the LDU by phone or United States mail within seven (7) business days following the postmark date on the EDC's confirmation notice. The LDU contact information is listed at the end of these Terms of Service.

Terms of Service

1. Basic Service Prices.

Your rate plan will be as specified in your Welcome Letter or Electric Service Agreement.

Fixed Rate Plan: You will pay the fixed rate per kWh as specified in your Welcome Letter or Electric Service Agreement for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Electric Service Agreement.

Immediate Savings Plan: For the first two months of your plan, you will receive a specified percentage savings (shown in your Welcome Letter) off of the EDC's base energy rate for electricity supply. Thereafter, you will receive National Gas & Electric's standard variable rate which will vary according to market conditions. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Electric Service Agreement.

Variable Rate Plan: A month-to-month plan where your rate may vary according to market conditions.

The rate you pay National Gas & Electric will include the Generation Charge and Transmission Charge for services provided under this Agreement. Your price does not include applicable Ohio sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on EDC's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDC charges for delivery and distribution services. National Gas & Electric rates are not regulated by the PUCO. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide National Gas & Electric with the necessary certificates and other documentation to qualify for such status.

2. Billing. Your EDC will continue to issue a monthly bill and the bill will include both National Gas & Electric's charges and the EDC's delivery charges, and any other charges incurred in accordance with this Agreement. Your EDC may provide National Gas & Electric your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. National Gas & Electric will use the same meter reading information from the EDC to derive your Generation Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the EDC's tariff. National Gas & Electric does not pay or arrange for the payment of any outstanding debts owed by you to the EDC or a previous electric supplier.

3. Length of Agreement (Term). The Term of this Agreement is as specified on your Welcome Letter or Electric Service Agreement. With the exception of a new meter installation or special meter reading date, you will buy your electric generation service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from National Gas & Electric on

the next regularly scheduled meter reading date available and will continue to do so for the entire Term. This Agreement shall remain in effect until you notify National Gas & Electric in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the EDC completes the termination in accordance with its rules.

4. Penalties, Fees and Exceptions.

You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the early termination fee will be specified in your Welcome Letter or Electronic Service Agreement.

Notwithstanding the foregoing, you may cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. National Gas & Electric may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the third business day after you receive this disclosure statement. After such third business day, you may cancel this Agreement at any time by calling National Gas & Electric at 1-888-442-0002, but you will be required to pay the early termination fee described in Section 4 above, if applicable. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date National Gas & Electric notifies your EDC. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason National Gas & Electric is no longer able to economically continue this Agreement, National Gas & Electric may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of National Gas & Electric if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to National Gas & Electric is or becomes untrue. Prior to cancellation of this Agreement, National Gas & Electric will provide 45 days notice of its intent to cancel to the customer service address listed in this Agreement. Upon early termination of this Agreement by National Gas & Electric, your available remedies will be limited as provided in Sections 10, 11, and 12 of this Agreement. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the EDC until you designate another provider of electric generation service or service is shut off by the EDC. Only the EDC may shut off your electric power.

6. Agreement Expiration/Change in Terms. If you have a fixed term agreement with us and it is approaching the expiration date, or if we propose to change our terms of service, we will send you advanced notice either in your bill or in separate mailings 45 days before either the expiration date or the effective date of the changes. We will explain your options in this advanced notice, including your right to cancel this Agreement without penalty upon expiration of your fixed rate. National Gas & Electric will provide written notice to you, free of charge, and a copy of any material change to this Agreement prior to the date any such change becomes effective. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective.

After notifying you of an approaching expiration, we will follow your instructions. If you do not respond to the notice, at its discretion, National Gas & Electric may renew your electric generation service under the rates described in your expiration letter.

7. Information Release and Authorization. By accepting this contract I authorize National Gas & Electric to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this agreement are included on my Utility bill or other billing and payment information from the Utility. I authorize National Gas & Electric to release that information to third parties who need to use or be aware of such information in connection with my electric generation service as well as to its affiliates and contractors for marketing purposes. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling National Gas & Electric at 1-888-442-0002 or providing written notice to National Gas & Electric. National Gas & Electric reserves the right to reject my enrollment or terminate the agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by National Gas & Electric, or if I fail to meet minimum or maximum threshold electricity consumption levels as determined by National Gas & Electric. If I fail to remit payment in a timely fashion, National Gas & Electric may report the delinquency to a credit reporting agency.

8. Dispute Procedures. Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. If your complaint is not resolved after you have contacted Spark Energy or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio 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 7-1-1 (Ohio relay service). The Ohio consumers counsel (OCC) represents residential customers in matters before PUCO. The OCC can be contacted 1-877-742-562 (toll free) from 8 am to 5 pm weekdays or at <http://pickocc.org>.

9. Warranties. NATIONAL GAS & ELECTRIC MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. NATIONAL GAS & ELECTRIC WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

11. Mandatory Arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered 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"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. 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. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the district in which you are located, 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 Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to actions contemplated in Paragraph 12. entitled "Class Action Waiver" below.

12. Class Action Waiver. Any Claim permissible herein 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"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. 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 INDIVIDUALLY OR TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

13. Miscellaneous.

(a) If National Gas & Electric is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of National Gas & Electric that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, other suppliers, qualified scheduling entities, EDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(b) Your electric generation service will be provided in accordance with your existing connection requirements unless you request a change by the EDC and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. National Gas & Electric and you will be bound by the measurement from the meters owned, installed, maintained and read by the EDC.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of Ohio, without regard to principles of conflicts of law.

(d) These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and National Gas & Electric relating to the subject matter hereof and supersede any other agreements, written or oral, between you and National Gas & Electric concerning the subject matter of the Agreement.

(e) You may not assign this Agreement or your obligations under this Agreement without National Gas & Electric's prior written consent. National Gas & Electric may assign this Agreement, together with all rights and obligations hereunder, to (i) National

Gas & Electric's electricity supplier, or such supplier's designee, (ii) an affiliate of National Gas & Electric or to any other person succeeding to all or substantially all of National Gas & Electric's assets, or (iii) in connection with any financing or other financial arrangement.

(f) Any failure by National Gas & Electric to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

14. Contact Information. Information regarding National Gas & Electric's energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request.

Energy Supplier:

National Gas & Electric, LLC
12140 Wickchester Lane, Suite 100
Houston, TX 77079
1-888-442-0002
OH License No.: 16-1036E(1)
www.NGandE.com
Hours of Operation: Monday through Friday (except holidays), 8:00
a.m. to 5:00 p.m., Central Time

Electric Distribution Company &
Provider of Last Resort

DP&L
1065 Woodman Dr.
Dayton, Ohio 45432
1-800-433-8500
<https://www.dpandl.com/>

In the case of an outage, call:

1-877-468-8243

Public Utility Commission:

Public Utility Commission of Ohio
180 E. Broad St.
Columbus, OH 43215
(800) 686-PUCO (7826)
(800) 686-1570 (TTY-TDD)
www.puco.ohio.gov

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.



OHIO RESIDENTIAL AND SMALL COMMERCIAL

DISCLOSURE STATEMENT AND TERMS OF SERVICE

Our Contact Information	National Gas & Electric, LLC 12140 Wickchester Lane, Suite 100, Houston, TX 77079 Phone Number: 1-888-442-0002 Email: service@NGandE.com
Type of Plan	Electricity - Fixed
Term of Agreement	3 Months
Rate	5.99¢ per kWh Secure Power 3 Plus \$5.95 fee per month Fixed monthly charges are for supply charges only and do not include either delivery service or other charges from Dayton Power & Light or applicable taxes from governmental agencies.
Renewal	At the conclusion of any Fixed Term, your plan will convert to a month-to-month variable rate plan unless you elect a different plan or National Gas & Electric notifies you 45 days prior to contract expiration of renewal to a different plan and you do not object or you cancel in accordance with the procedure provided in the notice.
Early Termination Fee	\$0.00
Rescission	You may rescind this Agreement by contacting National Gas & Electric before National Gas & Electric submits the enrollment to Dayton Power & Light. After the enrollment is submitted, you may rescind this Agreement by contacting National Gas & Electric or Dayton Power & Light before midnight of the third business day after you receive this disclosure statement.
Nature of Sale	National Gas & Electric is an independent seller of electric service certified by the Public Utility Commission of Ohio (PUCO) Our sales agents are not representing or acting on behalf of a utility, governmental bodies, or consumer groups.
Delivery	If you purchase electric supply from National Gas & Electric, your utility remains responsible for delivery of electric supply to your home or business, and will continue to respond to any calls and emergencies. Switching to National Gas & Electric will not impact the reliability of your electric service.
Notification	You will receive written notification from your utility confirming a pending switch of your electric service to National Gas & Electric.
Contact Information	Your utility is Dayton Power & Light. Dayton Power & Light may be reached at: 800-433-8500. The Public Utility Commission of Ohio (PUCO) certifies suppliers like National Gas & Electric, regulates utilities, and responds to consumer complaints. PUCO may be reached at: (800) 686-PUCO (7826).
Average Rate (if Plan includes fixed charges)	\$ 0.0718 at 500 kWh/mo., \$ 0.0639 at 1,000 kWh/mo., \$ 0.0658 at 1,500 kWh/mo.



Customer Service: 888-442-0002

Utility Account Number: [REDACTED]

12/17/2017

IMPORTANT NOTICE REGARDING YOUR ELECTRIC SERVICE CONTRACT

[REDACTED]
[REDACTED]
Coldwater, Ohio 45828

Current Contract Summary

Service Type:	Electricity
Plan Type:	Fixed
Term:	3 Months
Rate:	5.99¢ per kWh
Utility Service Area:	Dayton Power & Light
Monthly Fee:	\$5.95/month
Early Termination Fee:	\$0.00

Thank you National Gas & Electric Customer!

Dear [REDACTED]

Thank you for allowing National Gas & Electric to be your Electricity Supplier of choice! Our dedicated team of elite industry professionals is continuously working hard to bring you competitive rates, and managing your energy needs so you don't have to!

Your contract is set to expire on 1/31/2018 and we have compiled a few options for your review:

- Select a new competitive rate by logging into your account at www.NGandE.com.
- Call us at **888-442-0002** at least **two weeks** prior to your contract expiration date. Our Energy Specialists are standing by and would be happy to assist you in selecting a plan that best fits your individual energy needs!
- Do Nothing! How great is that? Your account will automatically renew on a month to month variable rate plan with no cancellation fee!

Thank you again for selecting National Gas & Electric as your supplier of choice! We look forward to the continued opportunity of building a lasting relationship with you and managing all of your supply needs!

Best regards,

W. Keith Maxwell III

CEO

12140 Wickchester Ln, Ste. 100, Houston, TX 77079
Website: www.NGandE.com
Hours of Operation:
M-F 8 am- 5 pm EST



12140 Wickchester Ln., Ste. 100
Houston, TX 77079

March 14, 2018



[REDACTED]
[REDACTED]
Coldwater, OH 45828

Utility: Dayton Power & Light

Account Number: [REDACTED]

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

Dear [REDACTED]

National Gas & Electric, LLC ("National Gas & Electric") has appreciated the opportunity to serve as the energy service company of ELECTRIC for your Dayton Power & Light account. However, in accordance with your terms and conditions, we are writing to let you know that National Gas & Electric will assign your ELECTRIC service to Verde Energy USA Ohio, LLC ("Verde Energy"), another certified retail energy supplier licensed by the OH Public Service Commission, effective with your first meter read date after the assignment transaction, on approximately 4/15/2018. After such date, you should contact Verde Energy directly regarding your ELECTRIC supply service.

Verde Energy is run by an experienced team of energy experts with decades of retail energy supply and utility experience. The Verde Energy 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 Energy will honor your current agreement in place with National Gas & Electric 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 Dayton Power & Light bill as normal and call Dayton Power & Light in case of an outage or emergency just as you do today. The same quality support and service that you are used to with National Gas & Electric will continue with Verde Energy.

If you have a fixed rate plan with National Gas & Electric, 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 National Gas & Electric, your service will continue under the same variable ELECTRIC rate. You may also contact Verde Energy directly to see what other options are available to you, including new options with Verde Energy when your contract expires.

If you have any questions about the transfer of service, please contact National Gas & Electric by 4/14/2018. 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 Energy.

Kind Regards,

Keith Maxwell
Chief Executive Officer and President
National Gas & Electric, LLC
12140 Wickchester Ln., Ste. 100
Houston, TX 77079
Phone: 888-442-0002
Email: Service@NGandE.com
Call Center: Mon-Fri: 8am-5pm EST

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@sparkenergy.com
Call Center: Mon-Fri: 9:00AM-6:00PM EST



12140 Wickchester Ln., Ste. 100
Houston, TX 77079



Frequently Asked Questions

Will my ELECTRIC services be cut off?

No, this transfer will not cause an interruption of your ELECTRIC services and you should continue to pay your Dayton Power & Light bill as normal.

Whom do I call in case of a power outage or emergency?

Your Utility has not changed; you should call Dayton Power & Light for any outage or emergency just as you do today.

Will my current rate change?

If you have a fixed rate plan with National Gas & Electric, 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 National Gas & Electric, your service will continue under the same variable ELECTRIC rate. After 4/15/2018 you may also contact Verde Energy directly to see what other options are available.

Will my meter read cycle or utility charges change?

No, you will continue to receive your bill from Dayton Power & Light as you always have. The only change is that Verde Energy will now be listed as the energy service company.

What will happen to my contract / agreement with National Gas & Electric?

Contract assignment is allowed per the terms and conditions of your National Gas & Electric agreement. Verde Energy will honor your current agreements with National Gas & Electric so no changes will occur with their terms or conditions until the contract end date. If you are a National Gas & Electric 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 Energy.

My contract was about to expire with National Gas & Electric, what does this mean for me?

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

Do I need to do anything to switch to Verde Energy?

No, you will not need to do anything. We will make this transition as smooth as possible for you. National Gas & Electric will assign your ELECTRIC service to Verde Energy, another energy service company licensed by the OH Public Service Commission.

When can I expect Verde Energy to become my official energy service company?

National Gas & Electric will assign your ELECTRIC service to Verde Energy, another energy service company licensed by the OH Public Service Commission, effective with your first meter reading date after the assignment transaction, on approximately 4/15/2018.

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

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

How will I know when I have started services with Verde Energy?

Verde Energy will appear as your ELECTRIC energy service company in the Energy Supply portion of your utility bill.

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

You can only opt out of the switch to Verde Energy by requesting to drop to the Utility or switch to another energy service company while active with National Gas & Electric. Early Termination Fees will apply if set forth in your current contract with National Gas & Electric and only if you cancel your agreement with National Gas & Electric prior to the end of your contract term.

Who do I contact should I have questions?

If you have any questions about the transfer of service, please contact National Gas & Electric.

Phone: 888-442-0002

E-mail: Service@NGandE.com

Call Center Hours: Mon-Fri: 8am-5pm EST

How can I learn more about Verde Energy as my new retail energy service company?

Please visit Verde Energy online at www.verdeenergy.com



12140 Wickchester Ln., Ste. 100
Houston, TX 77079



██████████
██████████
Coldwater, OH 45828

Utilidad: Dayton Power & Light

Número de Cuenta:

NINGUNA ACCIÓN REQUERIDA: Su servicio continuará bajo su contrato de servicio actual sin interrupción.

Estimado/a ██████████

National Gas & Electric, LLC ("National Gas & Electric") ha apreciado la oportunidad de servir como su compañía de servicios de energía de ELECTRIC para su cuenta de Dayton Power & Light. Sin embargo, de acuerdo con sus términos y condiciones, le escribimos para informarle que National Gas & Electric asignará su servicio de ELECTRIC a Verde Energy USA Ohio, LLC ("Verde Energy"), otro proveedor certificado de energía minorista autorizado por la Comisión de servicio público de OH, efectiva con su primera fecha de lectura del medidor después de la transacción de asignación, en aproximadamente 4/15/2018. Después de dicha fecha, debe ponerse en contacto con Verde Energy directamente con respecto a su servicio de suministro de ELECTRIC.

Verde Energy está manejado por un equipo de expertos en energía con décadas de experiencia en el suministro de energía y servicios públicos. La experiencia del equipo de Verde Energy en los mercados de energía desregulados les permite ofrecer precios competitivos y un servicio al cliente amigable.

No se requiere ninguna acción de su parte cuando ocurre esta transferencia. Verde Energy honrará su acuerdo actual con National Gas & Electric y no habrá cambios a los términos o condiciones durante la vigencia de su contrato actual. Esta transferencia no causará una interrupción de sus servicios de ELECTRIC y deberá continuar pagando su factura de Dayton Power & Light como es normal y llamar a Dayton Power & Light en caso de interrupción o emergencia tal como lo hace hoy. El mismo soporte de calidad y servicio al que está acostumbrado con National Gas & Electric continuará con Verde Energy.

Si tiene un plan de tarifa fija con National Gas & Electric, su servicio continuará con la misma tarifa fija hasta el final del plazo de su contrato o tras la cancelación del servicio (se pueden aplicar tarifas por cancelación anticipada si su contrato actual lo prevé). Si actualmente recibe servicios a una tarifa variable con National Gas & Electric, su servicio continuará bajo la misma tarifa variable de ELECTRIC. También puede ponerse en contacto con Verde Energy directamente para ver qué otras opciones están disponibles para usted, incluidas las nuevas opciones con Verde Energy cuando expire su contrato.

Si tiene alguna pregunta sobre la transferencia del servicio, comuníquese con National Gas & Electric antes de la 4/14/2018. Para su comodidad, la información de contacto de ambas compañías se muestra a continuación. Le agradecemos la oportunidad de servirle y confiamos en que disfrutará de su nuevo servicio con Verde Energy.

Saludos cordiales,

Keith Maxwell
Chief Executive Officer and President
National Gas & Electric, LLC
12140 Wickchester Ln., Ste. 100
Houston, TX 77079
Phone: 888-442-0002
Email: Service@NGandE.com
Call Center: Mon-Fri: 8am-5pm EST

Nathan Kroeker
Chief Executive Officer and President
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12140 Wickchester Ln., Ste. 100
Houston, TX 77079
Phone: 800-388-3862
Email: customercare@sparkenergy.com
Call Center: Mon-Fri: 9:00AM-6:00PM EST

Preguntas Frecuentes



12140 Wickchester Ln., Ste. 100
Houston, TX 77079

¿Se cortará mi servicio de ELECTRIC?

No, esta transferencia no causará una interrupción de sus servicios de ELECTRIC y deberá seguir pagando su factura de Dayton Power & Light como de costumbre.

¿A quién debo llamar en caso de un corte de energía o emergencia?

Su utilidad no ha cambiado; debe llamar a Dayton Power & Light para cualquier interrupción o emergencia tal como lo hace hoy.

¿Cambiará mi tasa actual?

Si tiene un plan de tarifa fija con National Gas & Electric, su servicio continuará con la misma tarifa fija hasta el final de su período de contrato o tras la cancelación del servicio (pueden aplicarse cargos por cancelación anticipada). Si actualmente recibe servicios a una tarifa variable con National Gas & Electric, su servicio continuará bajo la misma tarifa variable de ELECTRIC. Después de 4/15/2018, también puede ponerse en contacto con Verde Energy directamente para ver qué otras opciones hay disponibles.

¿Cambiará el ciclo de lectura de mi medidor o los cargos de servicios cambian?

No, continuará recibiendo tu factura de Dayton Power & Light como siempre lo has hecho. El único cambio es que Verde Energy ahora figurará como la compañía de servicios de energía.

¿Qué pasará con mi contrato / acuerdo con National Gas & Electric?

La asignación de contrato está permitida según los términos y condiciones de su contrato con National Gas & Electric. Verde Energy honrará sus acuerdos actuales con National Gas & Electric, por lo que no se producirán cambios con sus términos o condiciones hasta la fecha de finalización del contrato. Si usted es un cliente de National Gas & Electric en un Plan de Tasa Variable, la tasa variable de ELECTRIC continuará en la misma tasa variable. También será elegible para renovar a un plan de tarifa fija con Verde Energy.

Mi contrato estaba al vencer con National Gas & Electric, ¿qué significa esto para mí?

Si el contrato expira antes de la fecha de vigencia de su transferencia, su servicio continuará bajo la tarifa variable de National Gas & Electric a menos que elija una nueva tarifa fija de Verde Energy. Si su contrato expira después de la fecha de vigencia de su transferencia, comuníquese con Verde Energy para obtener sus ofertas actuales del plan.

¿Debo hacer algo para cambiar a Verde Energy?

No, no necesitará hacer nada. Haremos esta transición lo más suave posible para usted. National Gas & Electric asignará su servicio de ELECTRIC a Verde Energy, otra empresa de servicios de energía autorizada por la Comisión de Servicio Público de OH.

¿Cuándo puedo esperar que Verde Energy se convierta a mi compañía oficial de servicios de energía?

National Gas & Electric asignará su servicio de ELECTRIC a Verde Energy, otra compañía de servicios de energía autorizada por la Comisión de Servicio Público de OH, efectiva con su primera fecha de lectura del medidor después de la transacción de asignación, en aproximadamente 4/15/2018.

¿Tendré que registrarme con Verde Energy o pasar por una verificación de crédito nuevamente?

No, Verde Energy le da la bienvenida como su cliente de una manera clara y sin complicaciones.

¿Cómo sabré cuándo comencé los servicios con Verde Energy?

Verde Energy aparecerá como su compañía de servicios de energía de ELECTRIC en la porción de suministro de energía de su factura de servicios de utilidad.

¿Podré optar de no participar en el cambio a Verde Energy?

Solo puede optar de no participar en el cambio a Verde Energy solicitando a la empresa de utilidad o cambiar a otra compañía de servicios de energía mientras esté activa con National Gas & Electric. Se aplicarán cargos por cancelación anticipada si se establece en su contrato actual con National Gas & Electric y solo si cancela su contrato con National Gas & Electric antes de la finalización del plazo de su contrato.

¿Con quién me pongo en contacto si tengo alguna pregunta?

Si tiene alguna pregunta sobre la transferencia del servicio, comuníquese con National Gas & Electric.
Teléfono: 888-442-0002
Correo electrónico: Service@NGandE.com
Horario del centro de llamadas: de lunes a viernes: de 8 a.m. a 5 p.m. EST

¿Cómo puedo obtener más información sobre Verde Energy como mi nueva compañía minorista de servicios de energía?

Visite Verde Energy en www.verdeenergy.com.

TICKET NUMBER	CUSTOMER TKN	LDC					
			Billed Date				
					Begin Read Date		End Read Date
			6/5/2018	6/1/2018	6/5/2018	5/1/2018	6/1/2018
			5/3/2018	5/1/2018	5/3/2018	4/2/2018	5/1/2018
			4/1/2018	4/2/2018	5/1/2018	3/2/2018	4/2/2018
			3/3/2018	3/2/2018	3/5/2018	2/1/2018	3/2/2018
			2/3/2018	2/1/2018	2/5/2018	1/2/2018	2/1/2018
			1/4/2018	1/2/2018	1/4/2018	12/1/2017	1/2/2018
			12/5/2017	12/1/2017	12/5/2017	11/1/2017	12/1/2017
■			Billed Date				
					Begin Read Date		End Read Date
			6/5/2018	6/1/2018	6/5/2018	5/1/2018	6/1/2018
			5/3/2018	5/1/2018	5/3/2018	4/2/2018	5/1/2018
			4/1/2018	4/2/2018	5/1/2018	3/2/2018	4/2/2018
			3/3/2018	3/2/2018	3/5/2018	2/1/2018	3/2/2018
			2/3/2018	2/1/2018	2/5/2018	1/2/2018	2/1/2018
			1/4/2018	1/2/2018	1/4/2018	12/1/2017	1/2/2018
			12/5/2017	12/1/2017	12/5/2017	11/1/2017	12/1/2017

ORIGINAL								
type	rate code	total	cancel	dispute	customer	sage charge	MSF	Tax
Electric - CIDPLEINTRC		171.59	false	false	0.00	165.64	5.95	0
Electric - CIDPLEINTRC		187.26	false	false	0.00	181.31	5.95	0
Electric - CIDPLEINTRC		324.59	false	false	0.00	318.64	5.95	0
Electric - CIDPLEINTRC		308.65	false	false	0.00	302.70	5.95	0
Electric - CIDPLEINTRC		104.79	false	false	0.00	98.84	5.95	0
Electric - CIDPLEINTRC		113.11	false	false	0.00	107.16	5.95	0
Electric - CIDPLEINTRC		94.48	false	false	0.00	88.53	5.95	0

CORRECT RATE								
type	rate code	total	cancel	dispute	customer	sage charge	MSF	Tax
Electric - CIDPLEINTRC		171.59	false	false	0.00	165.64	0.00	0
Electric - CIDPLEINTRC		187.26	false	false	0.00	181.31	0.00	0
Electric - CIDPLEINTRC		324.59	false	false	0.00	318.64	0.00	0
Electric - CIDPLEINTRC		308.65	false	false	0.00	302.70	0.00	0
Electric - CIDPLEINTRC		104.79	false	false	0.00	98.84	0.00	0
Electric - CIDPLEINTRC		113.11	false	false	0.00	107.16	0.00	0
Electric - CIDPLEINTRC		94.48	false	false	0.00	88.53	0.00	0

Billed Usage	usage days	Unit Price	Usage Charge		
1184	31	0.1399	38.20 LDC Consol		165.64
1296	29	0.1399	44.70 LDC Consol		181.31
1784	31	0.17861	57.50 LDC Consol		318.64
1594	29	0.1899	55.00 LDC Consol		302.70
1650	30	0.0599	55.00 LDC Consol		98.84
1789	32	0.0599	55.90 LDC Consol		107.16
1478	30	0.0599	49.30 LDC Consol		88.53
Total					1262.82
Billed Usage	usage days	Unit Price	Usage Charge		
1184	31	0.03065	38.20 LDC Consol		36.29
1296	29	0.03066	44.70 LDC Consol		39.74
1784	31	0.03228	57.50 LDC Consol		57.59
1594	29	0.03241	55.00 LDC Consol		51.66
1650	30	0.03296	55.00 LDC Consol		54.38
1789	32	0.04032	55.90 LDC Consol		72.13
1478	30	0.0381	49.30 LDC Consol		56.31
Total					368.10

Jsage + MSage +MSF+	
171.59	171.59
187.26	187.26
324.59	324.59
308.65	308.65
104.79	104.79
113.11	113.11
94.48	94.48
1304.47	1304.47
Jsage + MSage +MSF+	
36.29	36.29
39.74	39.74
57.59	57.59
51.66	51.66
54.38	54.38
72.13	72.13
56.31	56.31
368.10	368.10
Customer Own	936.37

Do not delete highlighted formulas in Grey

Utility	Service Period	Usage	Total invoice
DAY	06/01/2018 - 07/02/2018	1227.00	\$238.9600
DAY	07/02/2018 - 08/01/2018	1250.00	\$243.3300
DAY	08/01/2018 - 09/05/2018	1513.00	\$293.2700
DAY	09/05/2018 - 10/02/2018	1013.00	\$198.3200
DAY	10/02/2018 - 11/01/2018	1296.00	\$252.0600
DAY	11/01/2018 - 12/01/2018	1740.00	\$336.3800
DAY	12/01/2018 - 01/02/2019	1886.00	\$364.1000
DAY	01/02/2019 - 02/01/2019	1737.00	\$364.1000
DAY	02/01/2019 - 03/01/2019	1665.00	\$322.1300
DAY	03/01/2019 - 03/30/2019	1594.00	\$308.6500

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Total invoice	Variance

	\$65.51	-\$173.45
	\$66.74	-\$176.59
	\$80.78	-\$212.49
	\$54.08	-\$144.24
	\$69.19	-\$182.87
	\$92.90	-\$243.48
	\$100.69	-\$263.41
	\$92.74	-\$271.36
	\$88.89	-\$233.24
	\$85.10	-\$223.55
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00

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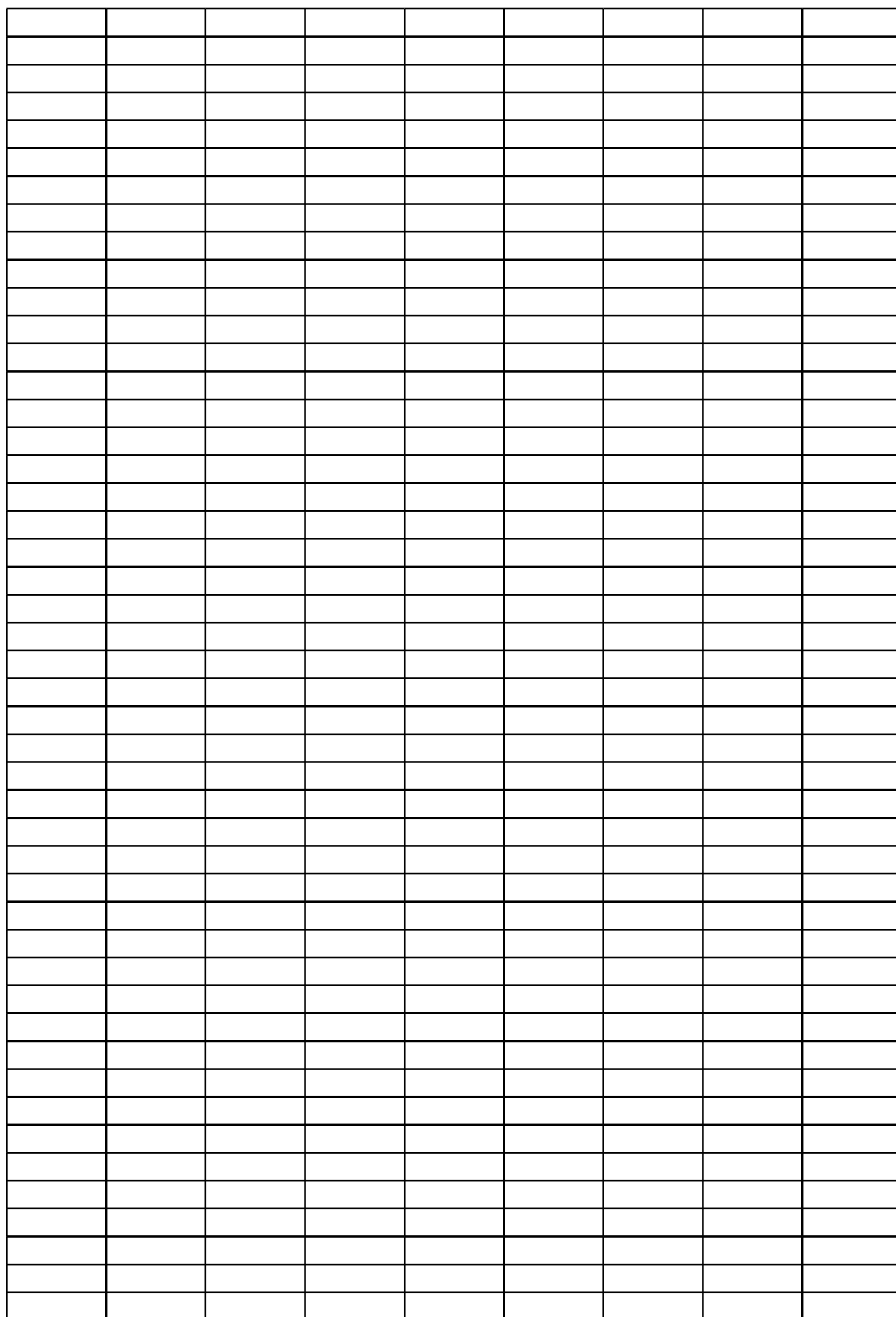
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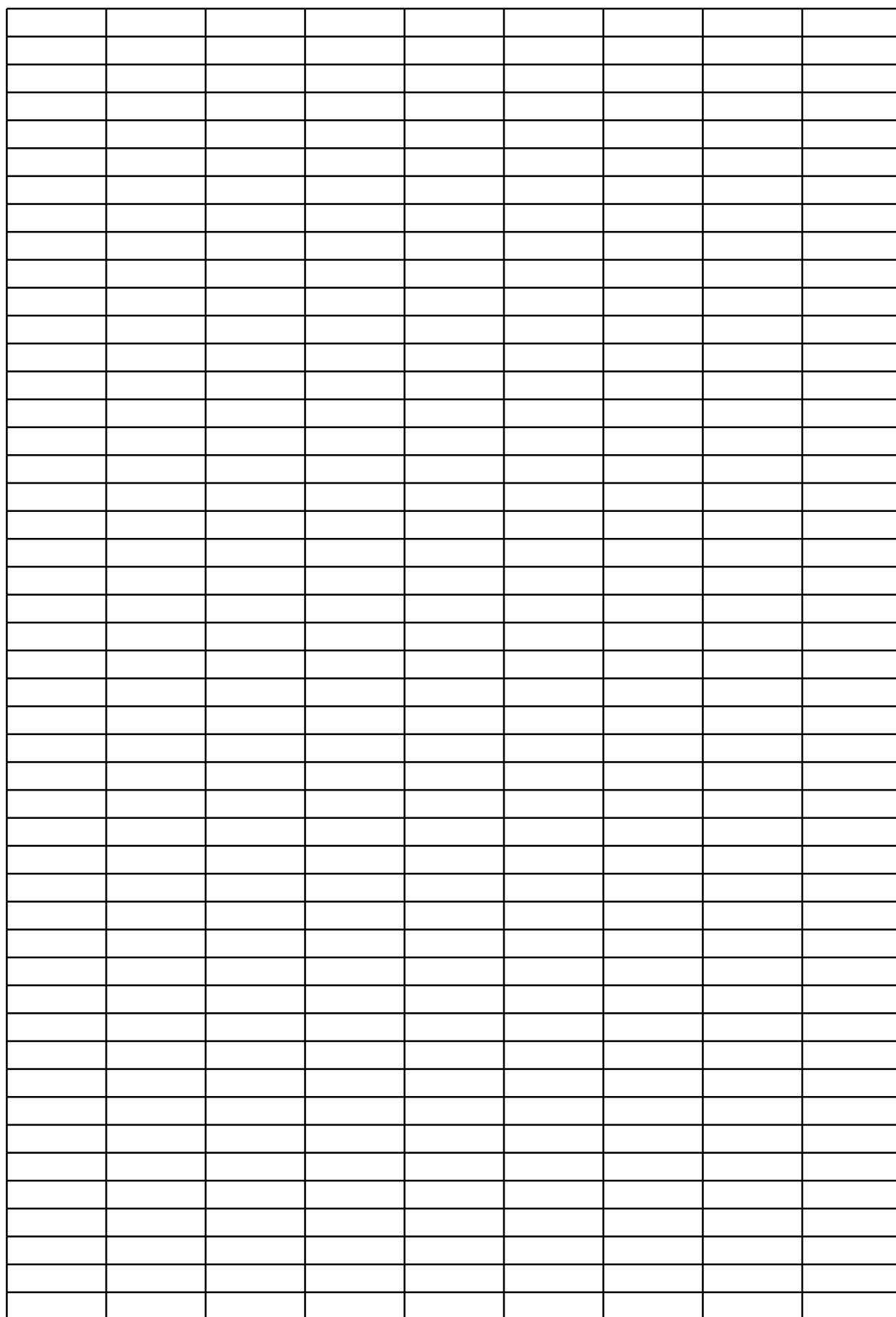
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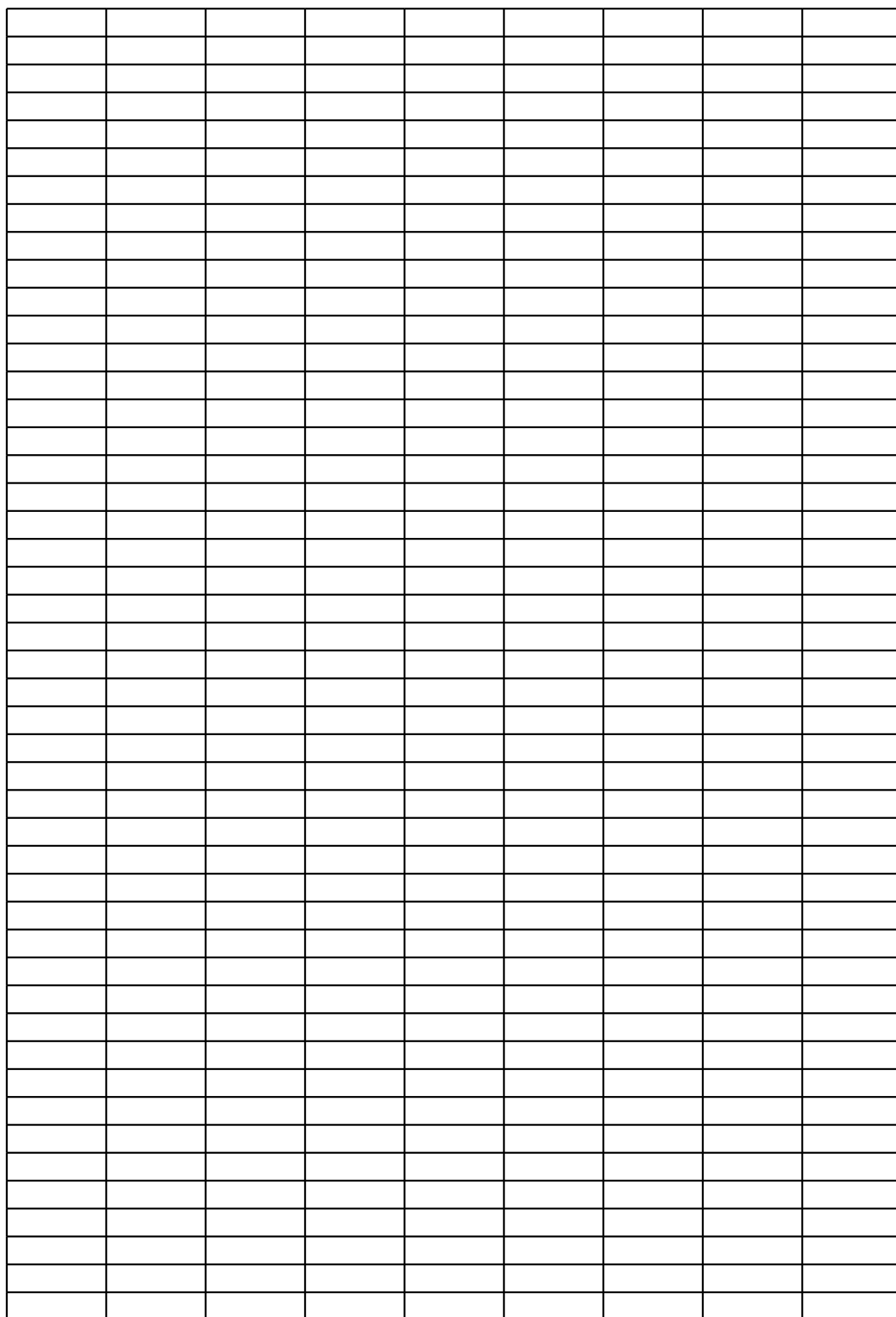
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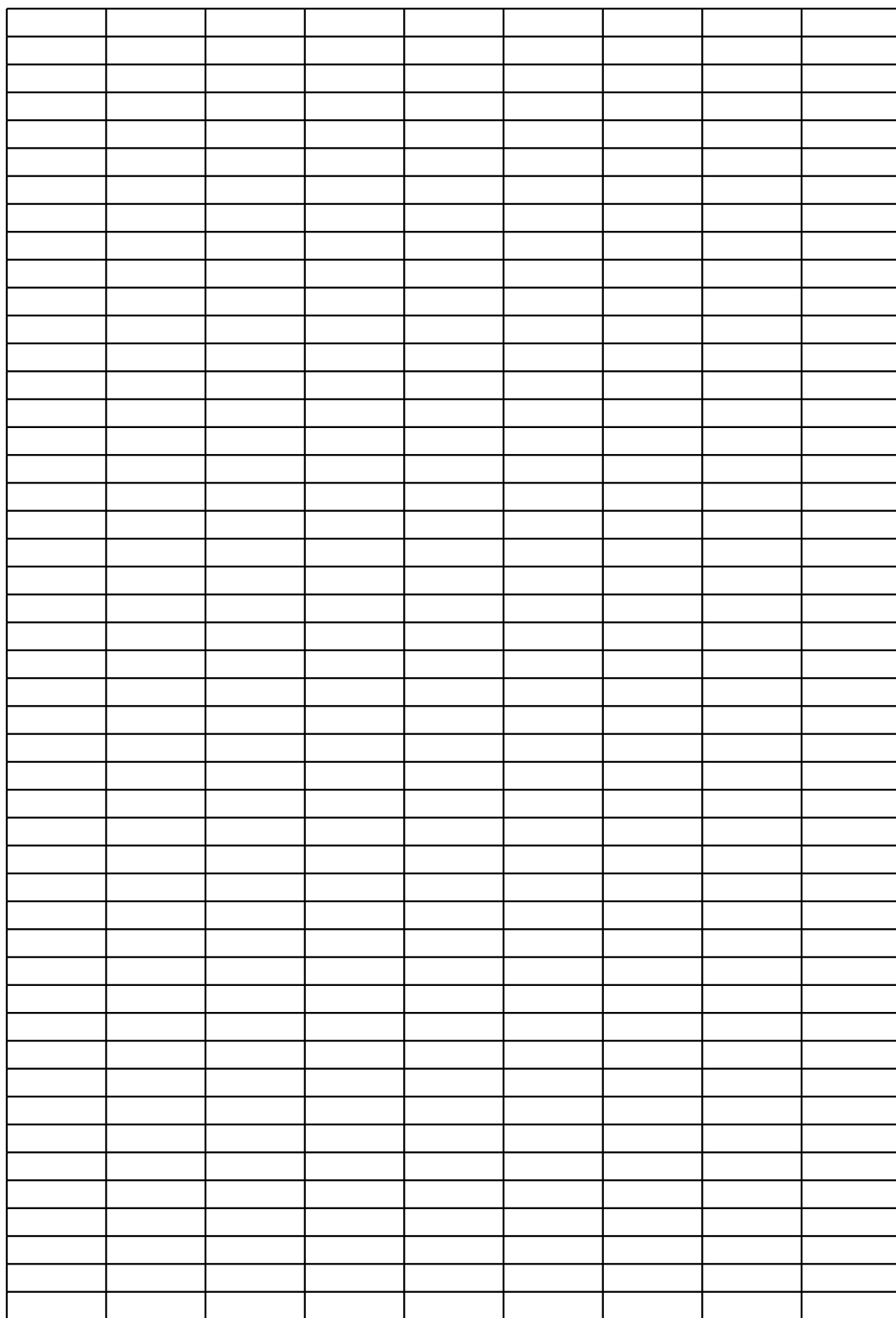




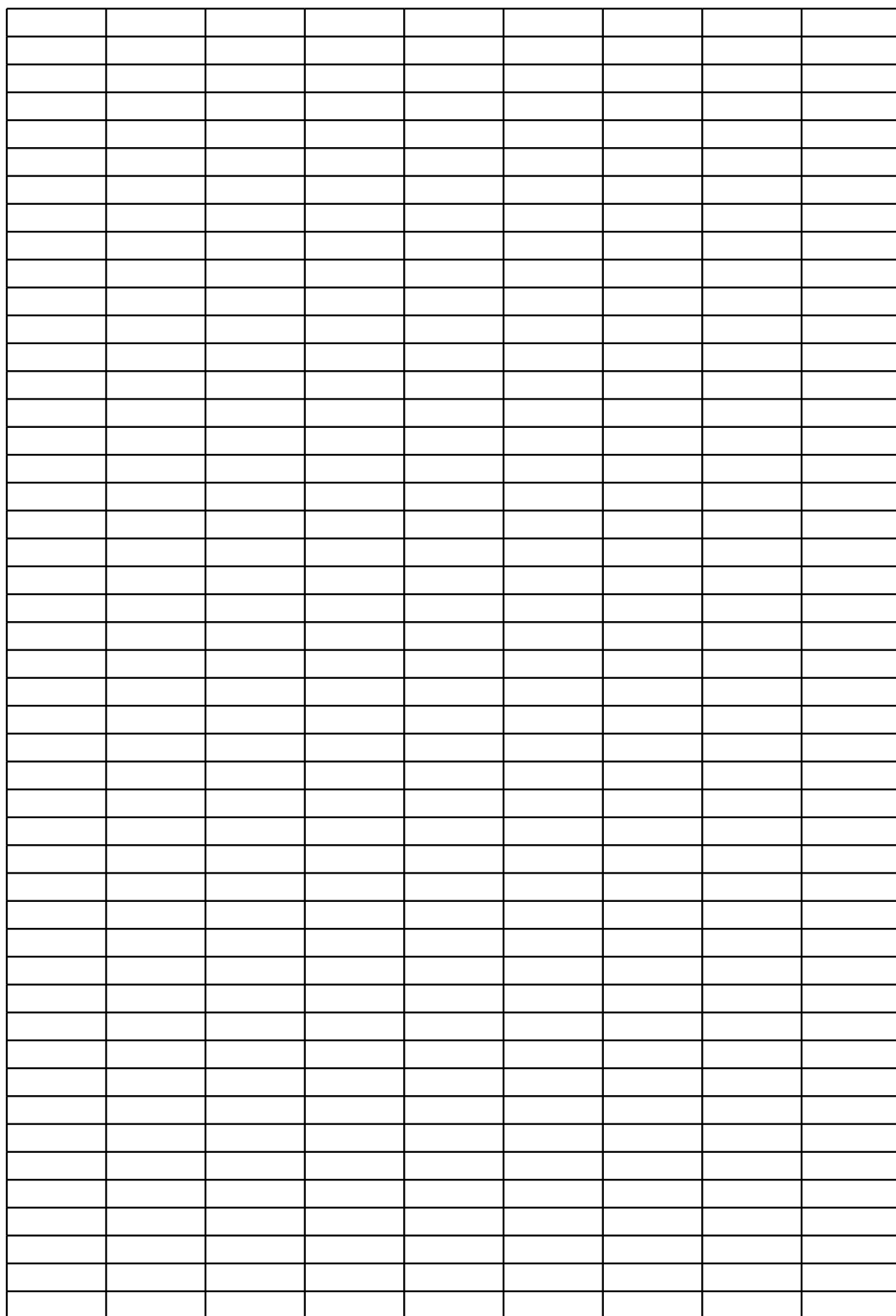
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The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

12/27/2018

Amount Due

\$421.38

Page 1 of 2



Monthly Account Summary Mail Date: 12/05/2018

Previous Balance	\$282.28
12/03/2018 Payment - Thank You	-337.06
Balance Forward	-54.78
Delivery Total Billed This Month	86.03
Supply Total Billed This Month	336.38
Total Account Balance	\$367.63

Budget Summary

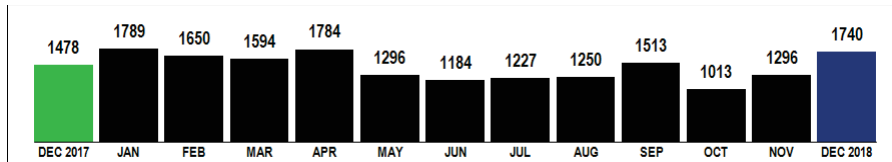
DP&L Budget Amount Due	85.00
Total Supplier Charges	336.38
Amount Due	\$421.38

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 01/02/2019

Historical Usage



Historical average usage: 1,423 kWh

Historical usage: 17,074 kWh

Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	49.3	51°	34°
Previous Period	43.2	62°	45°
Current Period	58	44°	33°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	11/01/18	12/01/18	30	36529	38269	1	1,740	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT pay by 12/27/2018 **\$421.38**

LATE AMOUNT pay after 12/27/2018 **\$422.66**

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your budget bill amount for DP&L charges is \$85.00 and your account balance with DP&L is 31.25.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$336.38.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 4.9 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	7.00
Other Delivery Charges	79.03

DP&L DELIVERY TOTAL \$86.03

Supply Charges

SUPPLY TOTAL  **\$336.38**

Verde Energy USA Ohio, LLC

Phone: 800-388-3862

Period: From Nov 01, 2018 To Dec 01, 2018

ENERGY CHARGE: 0.00 @ 5.950000000 5.95

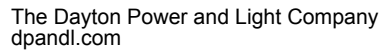
ENERGY CHARGE: 1740.00 KH @ 0.189900000 330.43

Total 336.38

For informational purposes only

Renewable Energy Programs	\$1.34
Energy Efficiency Programs	\$3.95
Peak Demand Programs	\$0.56

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.
Kilowatt Hour (kWh)	The unit of measure for electricity. For example, you use one kilowatt hour of electricity to light a 100-watt bulb for 10 hours.
Late Payment Charge	A 1-1/2% late charge added to the overdue amount if you do not pay your bill by the due date for prompt payment.
PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations		
P - Poles	L - Lamps	* - Adjustment
S - Spans	HEAP - Home Energy Assistance Program	

Enjoy the Season and Stay Safe

Are you planning to use lights for holiday decorations? Here are some tips from DP&L to keep you and your family safe.

- Replace any fraying or damaged light cords.
- Use indoor and outdoor lights appropriately. Plug outdoor lights and decorations into circuits protected by ground fault circuit interrupters.
- When hanging lights around your roof-line or in trees, look up to be sure you are at least 10 feet from a power line.
- Don't overload your electrical circuits.
- Use LED lights for safety and energy savings. LEDs use 70% less energy, last ten times longer and stay cool to the touch.

Visit dpandl.com/winter for more safety and energy tips during winter months.



DP&L is Proud to Present Dayton Holiday Festival



The Dayton Holiday Festival is the perfect place to celebrate the holidays through the month of December. The festival features family activities such as The Tike's Shoppe, family movies, pizza with Santa, and much more.

Make plans with family and friends to enjoy one or all of these events:

- **The Tike's Shoppe** Nov. 23 – Dec. 23 • Schuster Center
- **Wintergarden Wonderland** Nov. 23 – Dec. 28 • Schuster Center
- **Virginia Kettering's Train Display** Nov. 23 – Jan. 2 • Kettering Tower
- **Pizza with Santa** (weekends only, reservations req'd) • Uno's Pizza
- **Family Movie Series** Dec. 1, 8 & 15 • The Neon
- **Five Rivers MetroParks Ice Rink** Nov. 23 – Feb. 28 • RiverScape

Visit downtowndayton.org for more information.

Protecting Your Personal Account Information

Dayton Power & Light is required to include your name, address and usage information on a list of eligible customers that is made available to other electric service providers.

You can remove your name from this list by:

- | | |
|-----------------|---|
| Visiting | DP&L's website at
www.dpandl.com/removename |
| Calling | DP&L at 800-433-8500 |
| Writing | DP&L's Customer Solutions Center
P.O. Box 1247 |

Requesting to be excluded from this list will not prevent information from being provided to governmental aggregators.

If you have already contacted DP&L to remove your name, you do not need to do so a second time. Removing your name from this list does not restrict your ability to choose a different provider.

If you previously decided not to be included on the list and would like to reverse that decision, please call or write us at the phone number or address on the left.

DP&L will continue to maintain and repair poles and wires in your area, read your meter monthly and, if your power should go out, you will continue to call DP&L.



Customer Service
800-433-8500

Visit Us Online
dpandl.com



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

12/03/2018

Amount Due

\$337.06

Page 1 of 2



Monthly Account Summary Mail Date: 11/06/2018

Previous Balance	\$246.33
10/26/2018 Payment - Thank You	-283.32
Balance Forward	-36.99
Delivery Total Billed This Month	67.21
Supply Total Billed This Month	252.06
Total Account Balance	\$282.28

Budget Summary

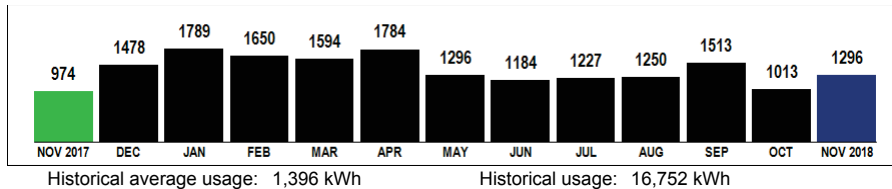
DP&L Budget Amount Due	85.00
Total Supplier Charges	252.06
Amount Due	\$337.06

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 12/01/2018

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	32.5	65°	49°
Previous Period	37.5	77°	61°
Current Period	43.2	62°	45°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	10/02/18	11/01/18	30	35233	36529	1	1,296	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT	pay by 12/03/2018	\$337.06
LATE AMOUNT	pay after 12/03/2018	\$338.34

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your budget bill amount for DP&L charges is \$85.00 and your account balance with DP&L is 30.22.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

The rates contained in this bill were updated to implement the Distribution Modernization Rider, Regulatory Compliance Rider, Economic Development Rider, Reconciliation Rider and the Transmission Cost Recovery Rider Non-Bypassable that were recently approved by the PUCO.

While some rates increased, others decreased for a net decrease of \$3.43 for a residential heating customer using 1,000 kWh per month effective November 1, 2018.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$252.06.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.5 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	7.00
Other Delivery Charges	60.21

DP&L DELIVERY TOTAL \$67.21

Supply Charges

SUPPLY TOTAL  **\$252.06**

Verde Energy USA Ohio, LLC Phone: 800-388-3862

Period: From Oct 02, 2018 To Nov 01, 2018

ENERGY CHARGE: 0.00 @ 5.950000000 5.95

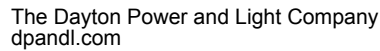
ENERGY CHARGE: 1296.00 KH @ 0.189900000 246.11

Total 252.06

For informational purposes only

Renewable Energy Programs	\$1.00
Energy Efficiency Programs	\$2.94
Peak Demand Programs	\$0.42

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.
Kilowatt Hour (kWh)	The unit of measure for electricity. For example, you use one kilowatt hour of electricity to light a 100-watt bulb for 10 hours.
Late Payment Charge	A 1-1/2% late charge added to the overdue amount if you do not pay your bill by the due date for prompt payment.
PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations		
P - Poles	L - Lamps	* - Adjustment
S - Spans	HEAP - Home Energy Assistance Program	

The Ohio Development Services Agency (ODSA) offers programs to income eligible Ohioans for utility payment assistance and to improve the energy efficiency of their homes. To apply for the programs listed below, visit your **Local Delegate Agency (LDA)** at energyhelp.ohio.gov

Home Energy Assistance Program (HEAP) one-time annual benefit to your main heating source account.

Summer Crisis Program (SCP) one-time annual benefit to your electric bill, and/or for the purchase of fans and air conditioners.

Winter Crisis Program (WCP) once per heating season benefit to your main and/or electric accounts.

Percentage of Income Payment Plan Plus (PIPP Plus) an extended payment arrangement that requires gas and electric companies to accept payments based on a percentage of the household income.

Home Weatherization Assistance Program (HWAP) residential energy efficiency program. For a list of providers, visit HWAP.development.ohio.gov.

ELIGIBILITY

Household eligibility is based in part on income. If eligible, the benefit amount will depend on federal funding levels, how many people live with you, total household income and main fuel used.

If you live in federally subsidized housing and have a utility bill in your name, you may be eligible.

Residents of any licensed medical facility (hospital, skilled nursing facility or intermediate care facility) or publicly operated community residence (example: YMCA) are not eligible.

Boarding/rooming houses, group homes or emergency shelters are not eligible but may be eligible for weatherization services.

If a household's total income is zero/none or is completely listed as odd jobs or other income, you must apply at your Local Delegate Agency (LDA). The LDA may require an IRS transcript and documentation of how the household is supported and how expenses/bills are being met. Please visit irs.gov/Individuals/Get-Transcript or call 1-800-908-9946.

CONTACT INFORMATION

For questions regarding Energy Assistance Programs, to check the status of your application, or to locate your Local Delegate Agency, see contact information below:

Email: energyhelp.ohio.gov and "contact us"

Telephone: 1-800-282-0880 or 614-644-6600

TDD hearing impaired only: 711

For Households with more than 8 members, add \$6,480 for 150%, \$7,560 for 175% and \$8,640 for 200% per member. Please visit energyhelp.ohio.gov for a list of included and excluded income.

Join us at Courthouse Square in downtown Dayton

Grande Illumination & Children's Parade Spectacular in Lights **Friday, Nov. 23 • 4-9 p.m.**

The Grande Illumination features live entertainment, carnival rides for kids, holiday games and crafts, horse-drawn wagon rides, live reindeer, and much more. Don't miss the lighting of the holiday tree at 7:45 pm. Immediately following is the Children's Parade Spectacular in Lights. All activities are FREE of charge.

The Dayton Holiday Festival continues throughout the month of December.

Makes plans with family and friends to enjoy one or all of these events.

The Tike's Shoppe Nov. 23 – Dec. 23 (selected days) • Schuster Center

Wintergarden Wonderland Nov. 23 – Dec. 28 • Schuster Center Virginia Kettering's Train Display Nov. 23 - Jan. 2 • Kettering Tower Lobby

Pizza with Santa Weekends in December (reservations req'd) • Uno's Pizza

Family Movie Series Dec. 1, 8 & 15 • The Neon

Five Rivers MetroParks Ice Rink Nov. 23 – Feb. 28 • RiverScape MetroPark

Visit downtowndayton.org for more information.



Customer Service
800-433-8500

Visit Us Online
dpandl.com



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

10/26/2018

Amount Due

\$283.32

Page 1 of 2



Monthly Account Summary Mail Date: 10/05/2018

Previous Balance	\$310.34
09/28/2018 Payment - Thank You	-316.75
Balance Forward	-6.41
Delivery Total Billed This Month	54.42
Supply Total Billed This Month	198.32
Total Account Balance	\$246.33

Budget Summary

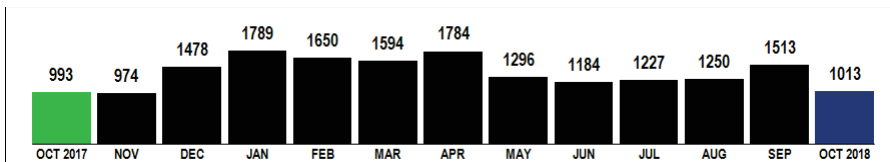
DP&L Budget Amount Due	85.00
Total Supplier Charges	198.32
Amount Due	\$283.32

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 11/01/2018

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	32	76°	56°
Previous Period	43.2	84°	67°
Current Period	37.5	77°	61°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	09/05/18	10/02/18	27	34220	35233	1	1,013	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT	pay by 10/26/2018	\$283.32
LATE AMOUNT	pay after 10/26/2018	\$284.60

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L's customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your budget bill amount for DP&L charges is \$85.00 and your account balance with DP&L is 48.01.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

The rates contained in this bill were updated to implement certain components of DP&L's Distribution Rate Case in Case No. 15-1830-EL-AIR that was recently approved by the PUCO. While some rates increased, others decreased for a net effect of \$2.92 increase for a residential customer using 1,000 kWh per month effective October 1, 2018.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$198.32.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.6 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	4.76
Other Delivery Charges	49.66

DP&L DELIVERY TOTAL \$54.42

Supply Charges

SUPPLY TOTAL  \$198.32

Verde Energy USA Ohio, LLC Phone: 800-388-3862

Period: From Sep 05, 2018 To Oct 02, 2018

ENERGY CHARGE: 0.00 @ 5.950000000 5.95

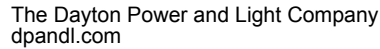
ENERGY CHARGE: 1013.00 KH @ 0.189900000 192.37

Total 198.32

For informational purposes only

Renewable Energy Programs	\$0.78
Energy Efficiency Programs	\$2.30
Peak Demand Programs	\$0.33

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.
Kilowatt Hour (kWh)	The unit of measure for electricity. For example, you use one kilowatt hour of electricity to light a 100-watt bulb for 10 hours.
Late Payment Charge	A 1-1/2% late charge added to the overdue amount if you do not pay your bill by the due date for prompt payment.
PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations		
P - Poles	L - Lamps	* - Adjustment
S - Spans	HEAP - Home Energy Assistance Program	

Gift of Power

As the colder weather approaches, help those in need by giving the Gift of Power



With DP&L grants and generous customer donations, together we have assisted more than 1,500 families since the Gift of Power program began in 2016. Every donation helps keep the power on for local families here in West Central Ohio.

You can make a difference! By contributing, you will help prevent disconnection or restore power to those in need. Every dollar is administered by The Salvation Army to help friends, families and neighbors stay warm.

To donate online visit dpandl.com/gift.

Gift of Power Impact

\$345,000

DP&L
Grants

\$171,000

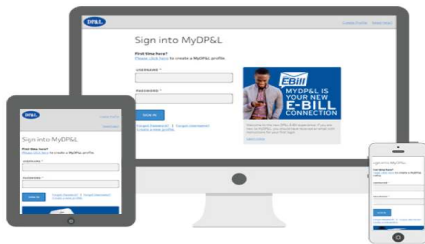
Customer
Donations

1,515

Families
Assisted

MyDP&L

New features on MyDP&L make managing your account online quick and easy!



accounts can quickly access information on the Manage Profile screen with a new search functionality.

DP&L introduced new features to MyDP&L allowing customers to easily update their account information. Now you can provide your current email address, preferred phone number and address online. Additionally, customers with multiple

Create a MyDP&L profile to manage your account online on any device to:

- View and pay your DP&L bill
- Enroll in billing and payment programs like E-Bill, Budget Billing and Pay Agreements
- Request moving service changes (residential only)
- View up to 24 months of billing, payments and usage
- Manage multiple service accounts on a single profile
- Manage your Electric Choice options
- Update your contact information

It's simple, you just need your account number and zip code to sign up! Visit mydpandl.com to get started.

October is Energy Awareness Month

During October, DP&L encourages customers to take an active role and review how they use energy at home and work. DP&L has ways for customers to manage their energy and save money!

Heating & Cooling Rebates for Your Home

Save \$100 to \$1,000 on a new unit. And save on your energy bill.

Lighting Discounts for Your Home

No coupons, no hassle. Shop at your favorite store and receive a discounted price at the register, courtesy of DP&L.

Smart Thermostat Rebates for Your Home

Save \$50 on the purchase of a new smart thermostat.

Energy Savings Kit for Your Home

Get a FREE energy savings kit filled with easy-to-install, money-saving products and tips delivered right to your home.

Energy Saving Products for Your Home

Visit the DP&L Marketplace to purchase smart thermostats, LED light bulbs, smart strips and more efficient products.



BE A
**SAVINGS
CHAMPION**

For more information on these programs and other ways to become more energy aware, visit dpandl.com/save.



Customer Service
800-433-8500

Visit Us Online
dpandl.com



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

09/28/2018

Amount Due

\$316.75

Page 1 of 2



Monthly Account Summary Mail Date: 09/07/2018

Previous Balance	\$61.52
08/27/2018 Payment - Thank You	-123.04
Balance Forward	-61.52
Delivery Total Billed This Month	78.59
Supply Total Billed This Month	293.27
Total Account Balance	\$310.34

Budget Summary

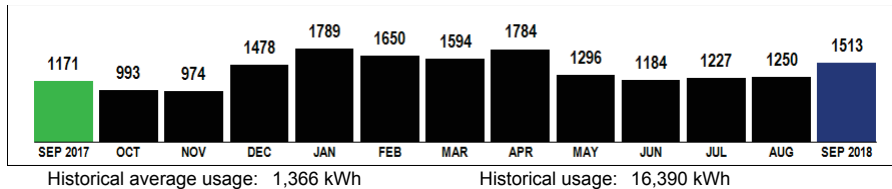
DP&L Budget Amount Due	23.48
Total Supplier Charges	293.27
Amount Due	\$316.75

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 10/02/2018

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	37.8	79°	61°
Previous Period	41.7	82°	65°
Current Period	43.2	84°	67°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	08/01/18	09/05/18	35	32707	34220	1	1,513	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT	pay by 09/28/2018	\$316.75
LATE AMOUNT	pay after 09/28/2018	\$317.10

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L's customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your prompt payment amount will be automatically withdrawn from your bank account on the due date. This amount includes your new budget billing amount of \$85.00 for DP&L charges and any unpaid amounts owed. We will continue to review your budget amount and make adjustments if necessary.

Your budget bill amount for DP&L charges is \$85.00 and your account balance with DP&L is 17.07.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$293.27.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.5 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	4.25
Other Delivery Charges	74.34

DP&L DELIVERY TOTAL \$78.59

Supply Charges

SUPPLY TOTAL  **\$293.27**

Verde Energy USA Ohio, LLC Phone: 800-388-3862

Period: From Aug 01, 2018 To Sep 05, 2018

ENERGY CHARGE: 0.00 @ 5.950000000 5.95

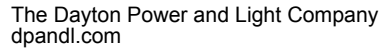
ENERGY CHARGE: 1513.00 KH @ 0.189900000 287.32

Total 293.27

For informational purposes only

Renewable Energy Programs	\$1.17
Energy Efficiency Programs	\$3.44
Peak Demand Programs	\$0.49

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



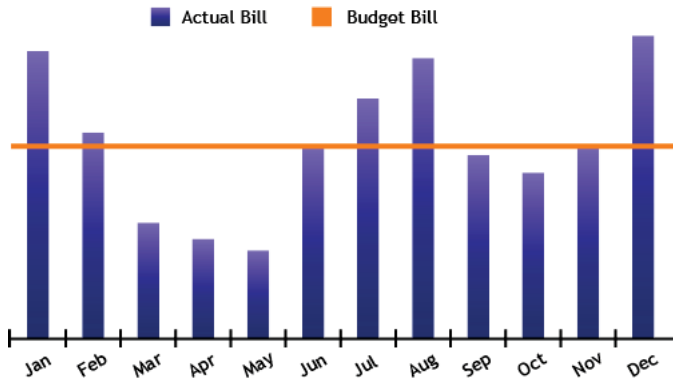
Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
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PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations		
P - Poles	L - Lamps	* - Adjustment
S - Spans	HEAP - Home Energy Assistance Program	

Budget Billing

Plan ahead with DP&L Budget Billing

Get rid of summer and winter peaks in your bill and gain the stability of paying the same amount each month.



Your unique budget bill amount is based on your location's historical usage and is periodically adjusted to reflect abnormal weather patterns or changes in your usage patterns.

How does my bill change when I sign up for Budget Billing?

Delivery Total Billed This Month	80.22
Supply Total Billed This Month	104.93
Total Account Balance	\$185.15

Your budget bill will have a new "Budget Summary" section. It shows the amount due on your current statement. Be sure to check the Total Account Balance throughout the year to know if you'll receive a credit or have a balance due when your budget bill accounts are reviewed.

Budget Summary	
DP&L Budget Amount Due	179.00
Amount Due	\$179.00

August
2018

When does my budget bill amount change?

Budget bill amounts for all customers are reviewed every August and after the winter season. If necessary, the budget amount is corrected after the winter season to avoid a large annual adjustment in August.

You will pay the budget bill amount on your bill starting in September and in the following months through July. Your August bill will reflect any difference between what you paid on budget bill and what your bill would have been.

What do I need to know about signing up for Budget Billing?

We recommend that you have 12 months of usage history at your location prior to signing up for Budget Billing. However, you may sign up at any time. The only requirement is that you are current on your payment and the location has at least 6 months of usage history.

Ready to sign up?

Sign up in minutes by visiting dpandl.com/budget or by using our automated phone system. Call 800-433-8500 and select 2 for Billing and Payments.



Right Tree, Right Place

DP&L's Right Tree, Right Place Program

With the fall planting season just beginning, planning is important. People often plant trees without thinking about how large they will grow once they mature. It's difficult to imagine that the six- or eight-foot tree you plant today could grow as tall as 80 or 100 feet over time.

DP&L's Right Tree, Right Place program can help you select a tree that is appropriate for the area you're considering. Keep in mind three tips on how to plant the right tree in the right place to prevent the tree from growing into overhead power lines.

For more information about the Right Tree, Right Place program, visit our website at dpandl.com/righttree.



**RIGHT TREE,
RIGHT PLACE**

1

**FIND THE
RIGHT TREE**



2

**CHOOSE THE
RIGHT SPOT**



3

**PUT SAFETY FIRST
CALL BEFORE YOU DIG**



811
Know what's below.
Call before you dig.

DP&L

Customer Service
800-433-8500

Visit Us Online
dpandl.com



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

08/27/2018

Amount Due

\$61.52

Page 1 of 2

Monthly Account Summary Mail Date: 08/06/2018

Previous Balance	\$75.23
08/01/2018 Payment - Thank You	-322.96
Balance Forward	-247.73
Delivery Total Billed This Month	65.92
Supply Total Billed This Month	243.33
Total Account Balance	\$61.52

Budget Summary

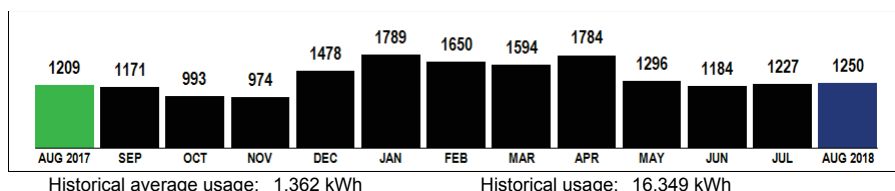
DP&L Budget Amount Due	0.00
Total Supplier Charges	61.52
Amount Due	\$61.52

Metered and Other Services

Service Address: [REDACTED]

Next Reading Date: 09/04/2018

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	41.7	83°	65°
Previous Period	39.6	82°	65°
Current Period	41.7	82°	65°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	07/02/18	08/01/18	30	31457	32707	1	1,250	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT pay by 08/27/2018 **\$61.52**

LATE AMOUNT pay after 08/27/2018 **\$61.52**

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Every August your true account balance is due. This balance will be deducted from your bank account on the due date. Your updated budget bill amount will appear on your September bill.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$61.52.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.5 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	4.25
Other Delivery Charges	61.67

DP&L DELIVERY TOTAL \$65.92

Supply Charges

SUPPLY TOTAL  **\$243.33**

Verde Energy USA Ohio, LLC Phone: 800-388-3862

Period: From Jul 02, 2018 To Aug 01, 2018

ENERGY CHARGE: 1250.00 KH @ 0.189900000 237.38

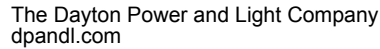
ENERGY CHARGE: 0.00 @ 5.950000000 5.95

Total 243.33

For informational purposes only

Renewable Energy Programs	\$0.96
Energy Efficiency Programs	\$2.84
Peak Demand Programs	\$0.40

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.
Kilowatt Hour (kWh)	The unit of measure for electricity. For example, you use one kilowatt hour of electricity to light a 100-watt bulb for 10 hours.
Late Payment Charge	A 1-1/2% late charge added to the overdue amount if you do not pay your bill by the due date for prompt payment.
PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations		
P - Poles	L - Lamps	* - Adjustment
S - Spans	HEAP - Home Energy Assistance Program	

Think Safety - It's Back to School Time

Back to school means buses will be out and traffic will be slowed. Students will be walking as well as riding bikes, and busy parents will be dropping their children off at school. It is a good time to slow down, pay attention and watch out for these added driving challenges:



If you are a parent dropping a child off at school, follow these school zone rules:

- Don't double park. It blocks visibility for other children and vehicles.
- Don't load or unload children across the street from the school.
- Carpool to reduce the number of vehicles at school.

If you are driving in or near a school zone, pay attention to these tips to help keep students safe:

- Don't block the crosswalk when stopped at a red light or waiting to make a turn, forcing pedestrians to go around you. This could put them in the path of moving traffic.
- In a school zone, when flashers are blinking, stop and yield to pedestrians crossing the crosswalk or intersection.
- Always stop for a school patrol officer or crossing guard holding up a stop sign.
- Take extra care to look out for children in school zones, near playgrounds and parks, and in all residential areas.

Look out for school buses and bicyclists. For more information and safety tips, visit the National Safety Council at nsc.org.

Protecting Your Personal Account Information

Dayton Power & Light is required to include your name, address and usage information on a list of eligible customers that is made available to other electric service providers:

You can remove your name from this list by:

Visiting: DP&L's website at www.dpandl.com/removename

Calling: DP&L at 800-433-8500

Writing: DP&L's Customer Solutions Center
P.O. Box 1247
Dayton, OH 45401-1247

Requesting to be excluded from this list will not prevent information from being provided to governmental aggregators.

If you have already contacted DP&L to remove your name, you do not need to do so a second time. Removing your name from this list does not restrict your ability to choose a different provider.

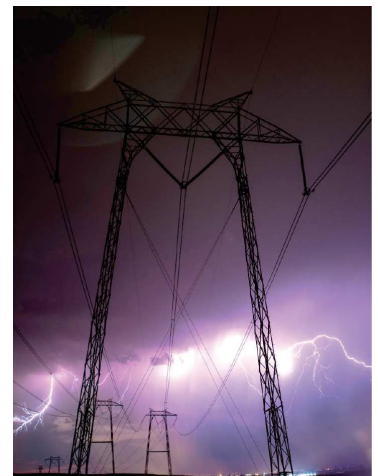
If you previously decided not to be included on the list and would like to reverse that decision, please call or write us at the phone number or address on the left.

DP&L will continue to maintain and repair poles and wires in your area, read your meter monthly and, if your power should go out, you will continue to call DP&L.

Summer Severe Weather Awareness

Severe weather can happen anytime. In Ohio, severe summer weather may bring thunderstorms, high winds, lightning strikes and tornadoes. DP&L urges customers to prepare, plan, respond and stay safe with these simple but important tips:

- **Be prepared** – each home needs an emergency storm kit with batteries, food, water, cash, flashlight, medications, car charger, a battery-operated radio, candles and blankets.
- **Plan for an outage** – unplug electronics before a storm hits. Have a back-up plan if your special medical care requires electricity.
- **Respond during an outage** – report your outage at **877-4OUTAGE (877-468-8243)** or online at dpandl.com/outage. Track your outage status on DP&L's new outage map.
- **Stay safe** – alert DP&L to downed lines and keep everyone away. DP&L crews will work quickly and safely to restore your power.



Customer Service
800-433-8500

Visit Us Online
dpandl.com



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

08/01/2018

Amount Due

\$322.96

Page 1 of 2



Monthly Account Summary Mail Date: 07/09/2018

Previous Balance	\$27.04
07/02/2018 Payment - Thank You	-255.59
Balance Forward	-228.55
Delivery Total Billed This Month	64.82
Supply Total Billed This Month	238.96
Total Account Balance	\$75.23

Budget Summary

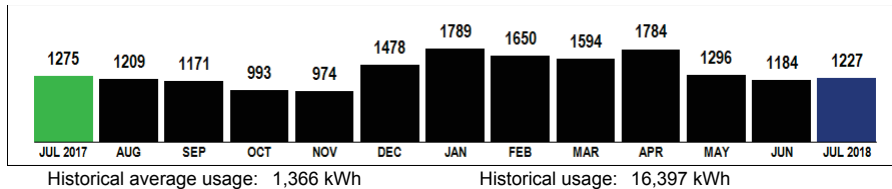
DP&L Budget Amount Due	84.00
Total Supplier Charges	238.96
Amount Due	\$322.96

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 08/01/2018

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	39.8	81°	62°
Previous Period	38.2	81°	61°
Current Period	39.6	82°	65°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	06/01/18	07/02/18	31	30230	31457	1	1,227	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT pay by 08/01/2018 **\$322.96**

LATE AMOUNT pay after 08/01/2018 **\$324.22**

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your budget bill amount for DP&L charges is \$84.00 and your account balance with DP&L is -163.73.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$238.96.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.5 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	4.25
Other Delivery Charges	60.57

DP&L DELIVERY TOTAL \$64.82

Supply Charges

SUPPLY TOTAL  \$238.96

Verde Energy USA Ohio, LLC

Phone: 800-388-3862

Period: From Jun 01, 2018 To Jul 02, 2018

ENERGY CHARGE: 0.00 @ 5.950000000 5.95

ENERGY CHARGE: 1227.00 KH @ 0.189900000 233.01

Total 238.96

For informational purposes only

Renewable Energy Programs	\$0.95
Energy Efficiency Programs	\$2.79
Peak Demand Programs	\$0.40

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

07/02/2018

Amount Due

\$255.59

Page 1 of 2



Monthly Account Summary Mail Date: 06/07/2018

Previous Balance	\$389.52
05/25/2018 Payment - Thank You	-595.85
Balance Forward	-206.33
Delivery Total Billed This Month	61.78
Supply Total Billed This Month	171.59
Total Account Balance	\$27.04

Budget Summary

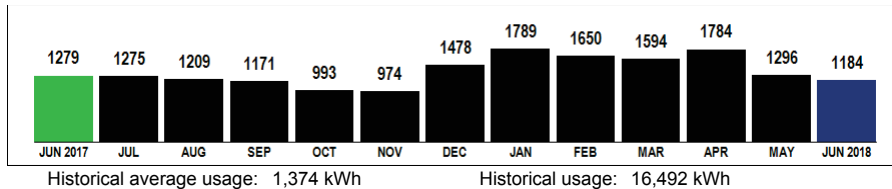
DP&L Budget Amount Due	84.00
Total Supplier Charges	171.59
Amount Due	\$255.59

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 07/02/2018

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	41.3	71°	52°
Previous Period	44.7	57°	37°
Current Period	38.2	81°	61°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	05/01/18	06/01/18	31	29046	30230	1	1,184	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT pay by 07/02/2018 \$255.59

LATE AMOUNT pay after 07/02/2018 \$256.85

Amount Enclosed \$



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your budget bill amount for DP&L charges is \$84.00 and your account balance with DP&L is -144.55.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

An annual adjustment to the Transmission Cost Recovery Rider Non-Bypassable, which was approved by the PUCO in Case No. 18-447-EL-RDR is included in your bill. The change is effective June 1, 2018 and results in a \$0.12 increase for a residential customer using 1,000 kWh per month.

As part of Ohio's Electric Choice Program, your electric supply is provided by National Gas & Electric, 12140 Wickchester Lane Ste 100, Houston, TX 77079; (888) 442-0002. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 10600244572407.

This is your last bill for National Gas & Electric. Effective with your next DP&L billing statement, payments on unpaid supplier charges must be remitted directly to National Gas & Electric.

Your total electric supplier charges are \$171.59.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 4.8 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	4.25
Other Delivery Charges	57.53

DP&L DELIVERY TOTAL \$61.78

Supply Charges

SUPPLY TOTAL \$171.59

National Gas & Electric Phone: 888-442-0002

Period: From May 01, 2018 To Jun 01, 2018

Monthly Charge @ 5.95 5.95

Commodity Charge 1184 KWH @ 0.1399 165.64

Total 171.59

For informational purposes only

Renewable Energy Programs	\$0.91
Energy Efficiency Programs	\$2.69
Peak Demand Programs	\$0.38

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

05/28/2019

Amount Due

\$171.28

Page 1 of 2



Monthly Account Summary Mail Date: 05/06/2019

Previous Balance	\$364.99
04/24/2019 Payment - Thank You	-393.65
Late Payment Charge	1.28
Balance Forward	-27.38
Miscellaneous Services	393.65
Delivery Total Billed This Month	77.58
Supply Total Billed This Month	-1,848.50
Total Account Balance	-\$1,404.65

Budget Summary

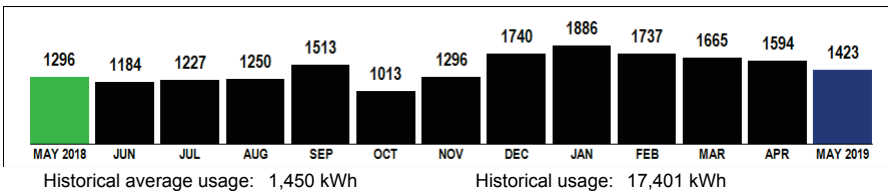
DP&L Budget Amount Due	171.28
Amount Due	\$171.28

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 06/03/2019

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	44.7	57°	37°
Previous Period	55	48°	30°
Current Period	44.5	64°	45°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	03/30/19	05/01/19	32	45151	46574	1	1,423	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT	pay by 05/28/2019	\$171.28
LATE AMOUNT	pay after 05/28/2019	\$173.85

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Miscellaneous Services

Returned Chk No Fault

393.65

TOTAL**\$393.65**

Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Your budget bill amount for DP&L charges is \$85.00 and your account balance with DP&L is -1,404.65.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

The rates contained in this bill were updated to implement changes to the Economic Development Rider that was recently approved by the PUCO in case docket 19-0569-EL-RDR. This change, effective May 1, 2019, will result in a total bill increase of \$0.23 for a residential customer using 1,000 kWh per month.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

This bill includes your final charges for Verde Energy USA Ohio, LLC. Please pay your supplier charges in full by the due date shown above.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 5.0 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	7.00
Other Delivery Charges	70.58

DP&L DELIVERY TOTAL	\$77.58
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Supply Charges

SUPPLY TOTAL		-\$1,848.50
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Verde Energy USA Ohio, LLC	Phone: 800-388-3862
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Period: From Mar 30, 2019 To May 01, 2019

ENERGY CHARGE: 0.00 @ 0.000000000	2,124.68CR
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ENERGY CHARGE: 0.00 @ 5.950000000	5.95
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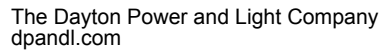
ENERGY CHARGE: 1423.00 KH @ 0.189900000	270.23
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Total	1,848.50CR
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For informational purposes only

Renewable Energy Programs	\$1.63
Energy Efficiency Programs	\$3.03
Peak Demand Programs	\$0.43

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.
Kilowatt Hour (kWh)	The unit of measure for electricity. For example, you use one kilowatt hour of electricity to light a 100-watt bulb for 10 hours.
Late Payment Charge	A 1-1/2% late charge added to the overdue amount if you do not pay your bill by the due date for prompt payment.
PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations		
P - Poles	L - Lamps	* - Adjustment
S - Spans	HEAP - Home Energy Assistance Program	

Announcing DP&L's New Website

We're excited to launch the new DP&L website!

Your time is valuable and delivering what you need when you need it is important to us. We listen to your feedback and focus on giving you the best overall experience to quickly locate essential programs and services. Now, with a fresh look and feel, YOU have the power to make informed decisions.



What are the benefits?

- Simplifying information to find what you need faster and easier.
- Helping you to prepare and be safe.
- Bringing the power to you with helpful programs and tools.

You'll continue to have the same rewarding experience with MyDP&L that you depend on. Be sure to check out the new dpandl.com!

DP&L's Right Tree, Right Place Program

With the spring planting season in full swing, planning is important. DP&L's Right Tree, Right Place program can help you select a tree that is appropriate for the area you're considering. Keep in mind three tips on how to plant smart with the utilities in mind.

1 FIND THE RIGHT TREE



Trees come in all shapes and sizes and often change dramatically over their lifetimes. Before selecting your tree, make sure you know how tall and wide the tree or shrub will be at maturity.

2 CHOOSE THE RIGHT SPOT



Where you plant is just as important as what type of tree you plant. Be sure you plant the tree so it will continue to be a safe distance from existing utility lines as it grows to maturity.

3 PUT SAFETY FIRST

It is important to avoid injury and damage to underground electrical, gas, and other utility lines. Homeowners must contact **OHIO811** at **8-1-1** or **1-800-362-2764** two days before starting a digging project or submit a request with e-dig at oups.org/edig.



**Know what's below.
Call before you dig.**

For more information about the Right Tree, Right Place program, visit our website at dpandl.com/righttree.



Customer Service
800-433-8500

Visit Us Online
dpandl.com



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

04/24/2019

Amount Due

\$393.65

Page 1 of 2



Monthly Account Summary Mail Date: 04/03/2019

Previous Balance	\$378.17
04/01/2019 Payment - Thank You	-407.13
Balance Forward	-28.96
Delivery Total Billed This Month	85.30
Supply Total Billed This Month	308.65
Total Account Balance	\$364.99

Budget Summary

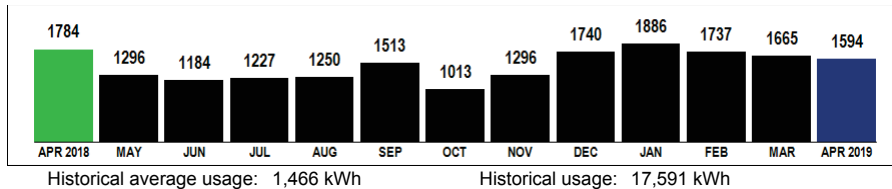
DP&L Budget Amount Due	85.00
Total Supplier Charges	308.65
Amount Due	\$393.65

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 05/01/2019

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	57.5	45°	28°
Previous Period	59.5	43°	27°
Current Period	55	48°	30°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	03/01/19	03/30/19	29	43557	45151	1	1,594	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT	pay by 04/24/2019	\$393.65
LATE AMOUNT	pay after 04/24/2019	\$394.93

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your budget bill amount for DP&L charges is \$85.00 and your account balance with DP&L is 56.34.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$308.65.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 4.9 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	7.00
Other Delivery Charges	78.30

DP&L DELIVERY TOTAL \$85.30

Supply Charges

SUPPLY TOTAL  \$308.65

Verde Energy USA Ohio, LLC

Phone: 800-388-3862

Period: From Mar 01, 2019 To Mar 30, 2019

ENERGY CHARGE: 0.00 @ 5.950000000 5.95

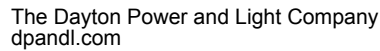
ENERGY CHARGE: 1594.00 KH @ 0.189900000 302.70

Total 308.65

For informational purposes only

Renewable Energy Programs	\$1.82
Energy Efficiency Programs	\$3.39
Peak Demand Programs	\$0.48

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.
Kilowatt Hour (kWh)	The unit of measure for electricity. For example, you use one kilowatt hour of electricity to light a 100-watt bulb for 10 hours.
Late Payment Charge	A 1-1/2% late charge added to the overdue amount if you do not pay your bill by the due date for prompt payment.
PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations		
P - Poles	L - Lamps	* - Adjustment
S - Spans	HEAP - Home Energy Assistance Program	

Know what's below. Call before you dig.



The weather is warming up and so are many outdoor home activities such as landscaping and small or large home improvement projects that often include digging.

National Safe Digging Month is a way to remind us all to call 811 before starting any project that involves digging.





Always Call Before You Dig

By law, homeowners should contact OHIO811 at least 48 hours but no more than 10 business days before beginning any digging project. Homeowners can call **8-1-1** or **1-800-362-2764**, or submit their request online with e-dig, the easy online remote ticket entry system for homeowners available at oups.org/edig.

OUPS will mark the location of underground utility lines for you.

If you do not complete your digging or construction project within 10 business days after the initial marking, you will need to call back to have the utility lines remarked for verification.

Utility Marking Color Codes

	ELECTRIC
	GAS-OIL-STEAM
	TELEPHONE-CATV
	WATER
	SEWER
	RECLAIMED WATER
	TEMPORARY SURVEY MARKINGS
	PROPOSED CONSTRUCTION

Protecting Your Personal Account Information

Dayton Power & Light is required to include your name, address, and usage information on a list of eligible customers that is made available to other electric service providers.

You can remove your name from this list by:

- Visiting:** DP&L's website at dpandl.com/removename
- Calling:** DP&L at 800-433-8500
- Writing:** DP&L's Customer Solutions Center
P.O. Box 1247
Dayton, OH 45401-1247

Requesting to be excluded from this list will not prevent information from being provided to governmental aggregators.

If you have already contacted DP&L to remove your name, you do not need to do so a second time. Removing your name from this list does not restrict your ability to choose a different provider.

If you previously decided not to be included on the list and would like to reverse that decision, please call or write us at the phone number or address on the left.

Customer Rights, Responsibilities

As a valued customer of DP&L, you may receive a copy of your rights and responsibilities by calling **800-433-8500**, online at dpandl.com, or by writing:

DP&L Customer Solutions Center
P.O. Box 1247
Dayton, OH 45401-1247



Customer Service
800-433-8500

Visit Us Online
dpandl.com



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

04/01/2019

Amount Due

\$407.13

Page 1 of 2



Monthly Account Summary Mail Date: 03/06/2019

Previous Balance	\$388.20
03/01/2019 Payment - Thank You	-420.81
Balance Forward	-32.61
Delivery Total Billed This Month	88.65
Supply Total Billed This Month	322.13
Total Account Balance	\$378.17

Budget Summary

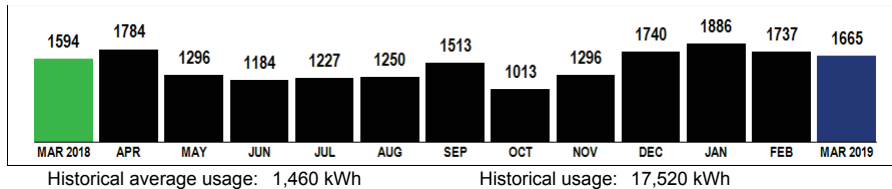
DP&L Budget Amount Due	85.00
Total Supplier Charges	322.13
Amount Due	\$407.13

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 03/30/2019

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	55	46°	30°
Previous Period	57.9	34°	21°
Current Period	59.5	43°	27°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	02/01/19	03/01/19	28	41892	43557	1	1,665	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT pay by 04/01/2019 \$407.13

LATE AMOUNT pay after 04/01/2019 \$408.41

Amount Enclosed \$



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your budget bill amount for DP&L charges is \$85.00 and your account balance with DP&L is 56.04.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$322.13.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 4.9 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	7.00
Other Delivery Charges	81.65

DP&L DELIVERY TOTAL \$88.65

Supply Charges

SUPPLY TOTAL  **\$322.13**

Verde Energy USA Ohio, LLC

Phone: 800-388-3862

Period: From Feb 01, 2019 To Mar 01, 2019

ENERGY CHARGE: 0.00 @ 5.950000000 5.95

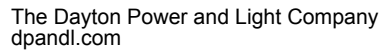
ENERGY CHARGE: 1665.00 KH @ 0.189900000 316.18

Total 322.13

For informational purposes only

Renewable Energy Programs	\$1.64
Energy Efficiency Programs	\$3.54
Peak Demand Programs	\$0.50

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.
Kilowatt Hour (kWh)	The unit of measure for electricity. For example, you use one kilowatt hour of electricity to light a 100-watt bulb for 10 hours.
Late Payment Charge	A 1-1/2% late charge added to the overdue amount if you do not pay your bill by the due date for prompt payment.
PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations		
P - Poles	L - Lamps	* - Adjustment
S - Spans	HEAP - Home Energy Assistance Program	



Severe weather can happen anytime. In Ohio, severe spring weather may bring thunderstorms, high winds, lightning strikes and tornadoes. DP&L urges customers to prepare, plan, respond and stay safe with these simple but important tips:

- **Be Prepared** – each home needs an emergency storm kit with batteries, food, water, cash, flashlight, medications, car charger, a battery-operated radio, candles and blankets.
- **Plan for an outage** – unplug electronics before a storm hits. Have a back-up plan if your special medical care requires electricity.
- **Respond during an outage** – report your outage online at dpandl.com/outage or at 877-4OUTAGE (877-468-8243). Track your outage status on DP&L's new outage map.
- **Stay safe** – alert DP&L to downed lines and keep everyone away. DP&L crews will work quickly and safely to restore your power.

Remember: Ohio's statewide tornado drill is March 20 at 9:50 a.m.

Find more tips to prepare for severe spring weather at dpandl.com/outage.

Spotting a Utility Scam - Visit dpandl.com/scam for more information.

Utility customers have been recent victims of payment scams. Be on the lookout. In most common scams, the caller might:

PRETEND to be from DP&L. Your phone's caller ID might even say "DP&L".

THREATEN to turn off power to your home or business within an hour.

DEMAND immediate payment, often by pre-paid debit card.

I THINK THIS MIGHT BE A SCAMMER, WHAT DO I DO?

- 1 Hang up.
- 2 Call the police.
- 3 Call us at the telephone number on your bill: 800-433-8500

DO NOT PAY OVER THE PHONE
or call any number given to you by the caller.

DP&L Employees Carry Identification



All DP&L employees carry photo identification cards. If you are not sure if a meter reader or service person is a DP&L employee, ask to see their identification. Likewise, if you receive a call from a DP&L representative, you may call us at 800-433-8500 to confirm that the caller is from DP&L.

Visit dpandl.com/scam for more information.



Customer Service
800-433-8500

Visit Us Online
dpandl.com



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

03/01/2019

Amount Due

\$420.81

Page 1 of 2



Monthly Account Summary Mail Date: 02/06/2019

Previous Balance	\$409.44
01/28/2019 Payment - Thank You	-449.10
Balance Forward	-39.66
Delivery Total Billed This Month	92.05
Supply Total Billed This Month	335.81
Total Account Balance	\$388.20

Budget Summary

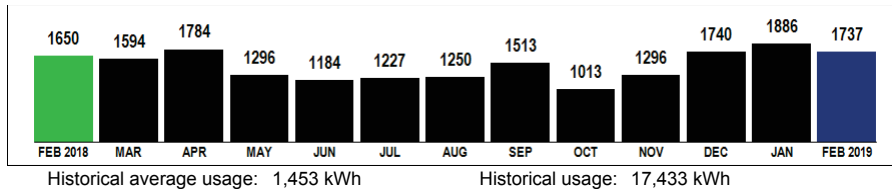
DP&L Budget Amount Due	85.00
Total Supplier Charges	335.81
Amount Due	\$420.81

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 03/01/2019

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	55	35°	20°
Previous Period	58.9	42°	31°
Current Period	57.9	34°	21°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	01/02/19	02/01/19	30	40155	41892	1	1,737	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT	pay by 03/01/2019	\$420.81
LATE AMOUNT	pay after 03/01/2019	\$422.09

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your budget bill amount for DP&L charges is \$85.00 and your account balance with DP&L is 52.39.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$335.81.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 4.9 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	7.00
Other Delivery Charges	85.05

DP&L DELIVERY TOTAL \$92.05

Supply Charges

SUPPLY TOTAL  **\$335.81**

Verde Energy USA Ohio, LLC

Phone: 800-388-3862

Period: From Jan 02, 2019 To Feb 01, 2019

ENERGY CHARGE: 0.00 @ 5.950000000 5.95

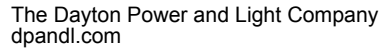
ENERGY CHARGE: 1737.00 KH @ 0.189900000 329.86

Total 335.81

For informational purposes only

Renewable Energy Programs	\$1.34
Energy Efficiency Programs	\$3.70
Peak Demand Programs	\$0.52

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.
Kilowatt Hour (kWh)	The unit of measure for electricity. For example, you use one kilowatt hour of electricity to light a 100-watt bulb for 10 hours.
Late Payment Charge	A 1-1/2% late charge added to the overdue amount if you do not pay your bill by the due date for prompt payment.
PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations

P - Poles	L - Lamps	* - Adjustment
S-Spans	HEAP - Home Energy Assistance Program	

DP&L IS ACCELERATING A SMART ENERGY FUTURE.

Recently, DP&L filed with the Public Utilities Commission of Ohio (PUCO) its Distribution Modernization Plan. The plan will aid DP&L in accelerating a smart energy future to meet the emerging demands of our customers. DP&L intends to achieve this vision by using the latest technology to provide customers with information, choices, and ways to interact with their utility.

DP&L proposes to invest \$576 million in capital projects over the next decade providing direct customer benefits through a robust, efficient electric grid.

The initiatives will allow DP&L to be ready to integrate Electric Vehicle (EV) charging infrastructure and Distributed Energy Resources (DERs) into its grid, including demonstrations of Community Solar, Energy Storage, and Microgrids.

The plan will bring DP&L customers a range of benefits through program offerings, dynamic usage information, improved

communications regarding service and outage status, an enhanced customer portal, improved outage restoration, and overall improved grid reliability.

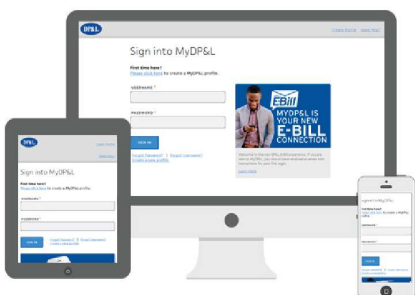
Contingent upon PUCO approval, DP&L will begin its digital transformation with the addition of advanced metering infrastructure to improve overall system reliability and performance.

DP&L is committed to accelerating a safer and greener energy future while providing reliable and affordable energy service to our customers. With the Distribution Modernization Plan filing, DP&L is taking the next step in accelerating a smart energy future.

Learn more at dpandl.com/answers.

MyDP&L

MyDP&L makes managing your account online quick and easy!



Create a MyDP&L profile to manage your account online on any device to:

- View and pay your DP&L bill
- Enroll in billing and payment programs like E-Bill, Budget Billing and Pay Agreements
- Request moving service changes (residential only)
- View up to 24 months of billing, payments and usage
- Manage multiple service accounts on a single profile
- Manage your Electric Choice options
- Update your contact information

It's simple, you just need your account number and zip code to sign up! Visit mydpandl.com to get started.

Useful Resources to Help with Winter Electricity Bills

According to the Department of Energy, nearly half of energy is used during winter months to heat homes. DP&L understands that high winter bills can be a challenge for our customers, which is why we offer many assistance options to help manage winter energy bills.



Budget Billing: Take the surprise out of your DP&L bill by paying the same amount each month. We'll "settle up" in August – your August bill will reflect a credit or balance due. Because when you know what to expect, it's easier to manage your budget.



Pay Agreements: If you have a past due balance, DP&L offers Pay Agreements to help you get caught up. We offer three options to help spread the costs of past due bills.



Payment Assistance: The State of Ohio offers assistance programs based on household income. Learn more. The United Way's HelpLink is available by calling 2-1-1. Connect with a live person 24 hours a day who can help you navigate community resources that may be able to assist.



Gift of Power: Gift of Power is DP&L's one-time emergency relief fund for customers who suffer hardship and need assistance with winter heating bills. The program is administered by The Salvation Army. Customers who have received a disconnection notice can apply for 2019 assistance beginning January 22.

Learn more at dpandl.com/winter.



Customer Service
800-433-8500

Visit Us Online
dpandl.com



The Dayton Power and Light Company
dpandl.com

Account Number

Due Date

01/28/2019

Amount Due

\$449.10

Page 1 of 2



Monthly Account Summary Mail Date: 01/07/2019

Previous Balance	\$367.63
12/27/2018 Payment - Thank You	-421.38
Balance Forward	-53.75
Delivery Total Billed This Month	99.09
Supply Total Billed This Month	364.10
Total Account Balance	\$409.44

Budget Summary

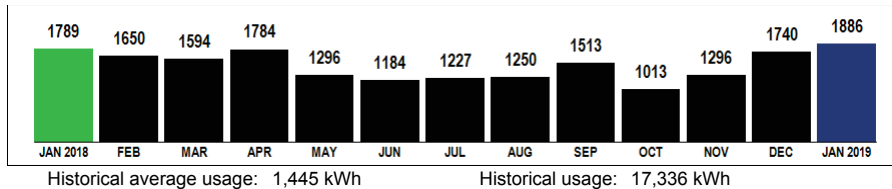
DP&L Budget Amount Due	85.00
Total Supplier Charges	364.10
Amount Due	\$449.10

Metered and Other Services

Service Address: [Redacted]

Next Reading Date: 02/01/2019

Historical Usage



Billing Period	Average Daily kWh	Temperature Avg High	Temperature Avg Low
Same Period Last Year	55.9	34°	20°
Previous Period	58	44°	33°
Current Period	58.9	42°	31°

Usage Detail

Service	Meter Use	Billing Period From	Billing Period To	Billing Days	Meter Reading Previous	Meter Reading Current	Multiplier	Usage	Rate	Rate Description
Electric	Actual	12/01/18	01/02/19	32	38269	40155	1	1,886	741	Residential Heating



Emergency Service
877-4OUTAGE
877-468-8243



Online Anytime
dpandl.com



DP&L Customer Service
(800) 433-8500

Please detach and return only this portion with your check made payable to Dayton Power & Light Company



The Dayton Power and Light Company
dpandl.com

AUTOMATIC PAYMENT PLAN

Account Number

PROMPT AMOUNT pay by 01/28/2019 **\$449.10**

LATE AMOUNT pay after 01/28/2019 **\$450.38**

Amount Enclosed \$ _____



DAYTON POWER AND LIGHT COMPANY
PO BOX 740598
CINCINNATI, OH 45274-0598



Message Center

A detailed breakdown of the components of this bill can be obtained on dpandl.com website or by contacting DP&L'S customer service.

Please note: The "LATE AMOUNT" displayed in the bill stub reflects potential late payment charges for DP&L charges only. Your supplier may charge late payment charges on past due supplier charges in addition to those charged by DP&L. Contact your supplier for more information.

Your budget bill amount for DP&L charges is \$85.00 and your account balance with DP&L is 45.34.

This bill is for your information only. The prompt amount will be deducted from your bank account on the due date.

The rates contained in this bill were updated to reflect changes to the Distribution Investment Rider (18-1468-EL-RDR), Distribution Decoupling Rider (18-1605-EL-RDR), Energy Efficiency Rider (18-472-EL-RDR), Storm Cost Recovery Rider (18-0077-EL-RDR), and the Universal Service Fund Rider (18-0976-EL-USF) that were recently approved by the PUCO.

These changes reflect an increase of \$3.91 for a residential heating customer using 1,000 kWh per month effective January 1, 2019.

As part of Ohio's Electric Choice Program, your electric supply is provided by Verde Energy USA Ohio, LLC, 101 Merritt 7, 2nd Fl, Norwalk, CT 06851; (800) 388-3862. This bill reflects charges for these services and DP&L charges for electric delivery service.

Your bill account number with your supplier is 003346490.

Your total electric supplier charges are \$364.10.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than DP&L's price of 4.8 cents per kWh, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at energychoice.ohio.gov. You may contact DP&L for a written explanation of the price-to-compare message.

DP&L Delivery Charges

Customer Charge	7.00
Other Delivery Charges	92.09

DP&L DELIVERY TOTAL \$99.09

Supply Charges

SUPPLY TOTAL  **\$364.10**

Verde Energy USA Ohio, LLC Phone: 800-388-3862

Period: From Dec 01, 2018 To Jan 02, 2019

ENERGY CHARGE: 0.00 @ 5.950000000 5.95

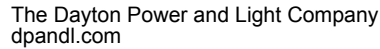
ENERGY CHARGE: 1886.00 KH @ 0.189900000 358.15

Total 364.10

For informational purposes only

Renewable Energy Programs	\$1.45
Energy Efficiency Programs	\$4.01
Peak Demand Programs	\$0.57

Each bill includes charges for existing programs to support energy conservation and renewable energy sources. Approximate costs included in this bill to support these programs are shown above. For more information on energy efficiency programs, please visit dpandl.com/save.



Explanation of Billing Terms	
Actual Reading	A reading taken from your meter.
Delivery Charge	Utility charges assessed to all customers associated with equipment used to bring power to your home or business, billing and customer services and Ohio energy efficiency related programs.
Estimated Reading (E)	On the months we do not read your meter, we calculate your bill based on past usage. Adjustments may be needed later when we take an actual meter reading. If you would like to read your meter to avoid estimated bills, call the account information number on the front of the bill with your meter reading.
Kilowatt Hour (kWh)	The unit of measure for electricity. For example, you use one kilowatt hour of electricity to light a 100-watt bulb for 10 hours.
Late Payment Charge	A 1-1/2% late charge added to the overdue amount if you do not pay your bill by the due date for prompt payment.
PIPP PLUS	Percentage of Income Payment Plan
Supply Charge	Charge associated with the generation of electricity including market-based transmission and ancillary services.

Abbreviations		
P - Poles	L - Lamps	* - Adjustment
S - Spans	HEAP - Home Energy Assistance Program	

Preparing for Outages in Cold Weather

The most damaging winter weather is freezing rain and high winds, which can take down power lines and trees. There are several precautions you can take to ensure your family is prepared for severe weather and possible outages.



Safety First

- **Always assume fallen or sagging electrical wires are live and dangerous.** Be sure to report all downed power lines at dpandl.com or call **877-4OUTAGE**
- All supplemental sources of heat and portable generators must have proper ventilation. Never place a generator in your garage or near a window where the fumes could enter your home.
- Gas and wood-burning fireplaces both emit carbon monoxide. Make sure you have a functioning carbon monoxide detector in your home to detect the odorless gas.
- Turn off all heat producing appliances, like the stove, during an outage, in case you are not home when power is restored.
- For the safety of our crews and your own safety, please stay away from utility crews and do not approach their work area or their vehicles.

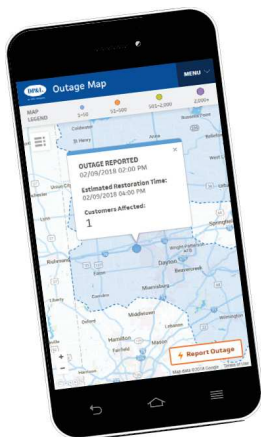
Prepare a Storm Kit

- Include an emergency radio (battery powered or wind-up), water, non-perishable food, flashlights, and a first aid kit.
- Have a plan for an extended power outage, especially if you or someone at your location relies on continuous operation of medical equipment.
- Contact DP&L and we will note the medical equipment on your account; DP&L cannot guarantee priority restoration, so be prepared with a back-up plan.
- Plan for your pets. Your cat or dog should be protected from cold weather and have access to water. For outdoor pets, add straw or bedding to provide insulation. For extreme cold, bring pets inside or into a garage or outbuilding.
- Visit ready.gov and the American Red Cross for assistance with emergency planning.

For more information about winter safety and preparedness, visit dpandl.com/winter.



DP&L Outage Map



Have you seen DP&L's improved outage map?

Dayton Power & Light's new outage map improves the experience for our customers and provides more information during an outage. Customers can easily report their outages directly from the new map and quickly access outage information and safety tips.

Features of the redesigned map include:

- Detailed map view with zoom capabilities
- Estimated times of restoration when available
- Enhanced outage location information
- Timely outage messages
- An improved mobile-friendly experience

Visit our new outage map at dpandl.com/map or follow us on Twitter [@DPLtoday](https://twitter.com/DPLtoday) for real-time outage and storm updates.



Customer Service
800-433-8500

Visit Us Online
dpandl.com



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: 00260578

Account Name: [REDACTED]

Type:

Status: Closed

Preferred Contact Method:

Owner: Mariner Taft

Account in Question: Verde Energy USA
Ohio LLC

Account Holder: [REDACTED]

Priority: Standard

Service Type: Residential

CASE DATES:

Date Opened: 03-23-2019

Case Age in Business Days: 15

Date Closed: 04-12-2019

Contact Information

Contact: [REDACTED]

Preferred Contact Method:

Phone:

Preferred Contact Time:

Mobile: [REDACTED]

Email: [REDACTED]

Service Address Information

Service Account Number: [REDACTED]

Service Address County: Cuyahoga

Service Address Street: [REDACTED]

Service Address State: Ohio

Service Address City: Cleveland

Service Address Zip:

Service Address Country: United States

Service Address Phone: [REDACTED]

Industry Information

AIQ Industry: Gas

Territory Account: 001t0000008OFYQAA4

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:

vm caller for customer at [REDACTED] that company does adjustment for electric contract for 12/7/18 to 3/7/19 and for gas contract from 12/7/18 to cancellation date that verde waits for from ldc due to discrepancies on the tpv. leave hotline number as cbr.

Case Comments

Created Date	Comment
3/23/2019 11:55:06 AM	I didn't sign up for this energy provider. The rates are way higher than the local gas company. I called them, they said they would cancel the account, but 2 months later, Verde is still the supplier.
4/12/2019 3:13:29 PM	vm caller for customer at [REDACTED] that company does adjustment for electric contract for 12/7/18 to 3/7/19 and for gas contract from 12/7/18 to cancellation date that verde waits for from ldc due to discrepancies on the tpv. leave hotline number as cbr.

Web Information

Web Name: [REDACTED]
Web Home Phone:
Web Email: [REDACTED]
Web Company:
Web Zip Code: 44106

Web Account in Question: Verde Energy USA
Web US Dot #:

System Information

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: 3/23/2019 11:55:07 AM

Email Text Version:

Dear [REDACTED]

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Your case number is 00260578.

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

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

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._500t0GHSHI:ref

Email Created Date: 3/25/2019 1:13:36 PM

Email Text Version:

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

CASE ID: 00260578

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44106

SERVICE ADDRESS: [REDACTED]
Cleveland, Ohio 44106

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Sincerely,

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

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

Email Created Date: 3/27/2019 6:54:18 PM

Email Text Version:

Good Afternoon,
Per O.A.C. 4901:1-21-06(D)(1)(h)(v), attached you will find the TPV for PUCO Complaint No. 00260578.
Please be aware that Verde will provide a final response by 4/05/2019
Best Regards,
Xiomara Mendoza

From: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Monday, March 25, 2019 12:14 PM
To: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260578 [ref:_00Dt0GzXt._500t0GHSHI:ref]

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

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

CASE ID: 00260578
COMPANY:

Case Number: 00260578

CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Cleveland, Ohio 44106
SERVICE ADDRESS: [REDACTED] Cleveland, Ohio 44106
AIQ: Verde Energy USA Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

The customer claims not signing up with the company, but being placed on their gas supply service and being charged a high rate. When did the customer sign up for service? Has the contract been cancelled? Provide the sales call, tpv and welcome letter with the terms and conditions of the contract. Did the customer transition to a variable rate after a lower introductory rate?

Sincerely,

Mariner Taft
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cb543e2e98e6c4aa2354408d6b307204c%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636893240545804240&sdata=UY0il4cctUHW8L2dnyb45rJI%2FfMHg49sviqkLjnlyGE%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%7Cb543e2e98e6c4aa2354408d6b307204c%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636893240545804240&sdata=UY0il4cctUHW8L2dnyb45rJI%2FfMHg49sviqkLjnlyGE%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=018t0000004MuYD>]

ref:_00Dt0GzXt._500t0GHSHI:ref

Email Created Date: 4/4/2019 6:04:52 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260578.

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

[REDACTED] has filed a complaint on behalf of his grandfather, [REDACTED] with the Public Utilities Commission of Ohio ("PUCO") disputing the enrollment with Verde.

Investigative Results:

- * On 11/4/2018, [REDACTED] enrolled the gas and electric accounts with Verde via door-to-door representative Anthony Edwards with Energy Group Consultants, LLC. (TPV Attached)
- * On 12/4/2018, the gas account became active with Verde.
- * On 12/7/2018, the electric account became active with Verde.
- * On 1/28/2019, [REDACTED] contacted Verde disputing the enrollment with Verde. The agent advised that she would submit a request to have the matter investigated. The agent was also able to submit a cancellation request on the electric account.
- * On 1/29/2019, the utility accepted the electric cancellation request with the termination date of 3/7/2019.
- * On 1/31/2019, Verde attempted to speak to [REDACTED] but there was no answer so a voicemail was left.
- * On 3/25/2019, Verde received PUCO Complaint No. 00260578.

Outcome:

Verde would like to confirm that per the attached TPV completed on 11/4/2018 by [REDACTED] that he willingly authorized the services with Verde. However, after further review of the TPV, we determined that due to it not being in compliance, it should have been deemed as a "No Sale".

For this reason, Verde will properly adjust both the electric and gas accounts back to the utility rates from inception to the final date of service. At this time, we are awaiting for the utility to accept the cancellation request for the Gas account. The electric account will be adjusted from 12/7/2018 – 3/7/2019 and the gas account from 12/4/2018 – Final Date of service. If a refund is deemed as due, [REDACTED] will be refunded accordingly.

Lastly, please know that the termination dates are solely determined by the utility and not Verde.

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: Wednesday, March 27, 2019 5:54 PM

To: 'Mariner Taft' <contactthepuco@puc.state.oh.us>

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260578 [ref:_00Dt0GzXt._500t0GHSHI:ref]

Good Afternoon,

Per O.A.C. 4901:1-21-06(D)(1)(h)(v), attached you will find the TPV for PUCO Complaint No. 00260578.

Please be aware that Verde will provide a final response by 4/05/2019

Best Regards,

Xiomara Mendoza

From: Mariner Taft

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

Sent: Monday, March 25, 2019 12:14 PM

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

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260578 [ref:_00Dt0GzXt._500t0GHSHI:ref]

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

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260578

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44106

SERVICE ADDRESS: [REDACTED] Cleveland, Ohio 44106

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

The customer claims not signing up with the company, but being placed on their gas supply service and being charged a high rate. When did the customer sign up for service? Has the contract been cancelled? Provide the sales call, tpv and welcome letter with the terms and

conditions of the contract. Did the customer transition to a variable rate after a lower introductory rate?

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C7f52b4018cc34a951e0508d6b9496222%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636900122747718097&sdata=KqSG%2FWugdHAs2OAaAXhY2yPI%2FQkiYC6CCHB%2BEyrr07k%3D&reserved=0>>

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004MuYD>]

ref:_00Dt0GzXt._500t0GHSHI:ref

Case Images

Created Date	Images
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P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family



11/12/2018

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

My Plan Details

Account Number

[REDACTED]

Plan

Price Lock 12

Rate

7.99 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



VE_WELCOME_10.17.18_English



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

[illegible][illegible]

Term: _____

Right of Rescission & Termination: The Buyer shall have the right to rescind this Agreement and terminate the purchase of the Property at any time prior to the closing of the transaction. If the Buyer exercises this right, the Seller shall return to the Buyer all monies paid by the Buyer, including but not limited to the earnest money deposit, and shall be responsible for all costs incurred by the Buyer in connection with the transaction, including but not limited to attorney's fees, title insurance, and recording fees. The Seller shall also be responsible for all costs incurred by the Buyer in connection with the termination of the Agreement, including but not limited to the cost of the appraisal and the cost of the title insurance. The Seller shall also be responsible for all costs incurred by the Buyer in connection with the termination of the Agreement, including but not limited to the cost of the appraisal and the cost of the title insurance. The Seller shall also be responsible for all costs incurred by the Buyer in connection with the termination of the Agreement, including but not limited to the cost of the appraisal and the cost of the title insurance.

[illegible]

Emergency: If you are experiencing a medical emergency or a life-threatening situation, please call 911 immediately.

[illegible]

Customer Relocation: The company's relocation process involves identifying potential new locations, evaluating them based on factors such as proximity to customers, availability of infrastructure, and cost, and then selecting the most suitable location for relocation.

[illegible]



P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family!



11/14/2018

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.

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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

[REDACTED]

Plan

Price Lock 12

Rate

52.50 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



VE_WELCOME_10.17.18_English



Customer Relocation: If you are required to relocate your business, you agree to notify us in writing as soon as you are notified of the relocation. We agree to relocate our business to the new location within a reasonable time frame.

Changes to Agreement: We reserve the right to modify this Agreement from time to time without notice. We will post any modifications to this Agreement on our website. Your continued use of our services after the posting of any modifications constitutes your acceptance of the modified Agreement.

Assignment: You agree not to assign, transfer, or otherwise dispose of your rights or obligations under this Agreement without our prior written consent. We agree not to assign, transfer, or otherwise dispose of our rights or obligations under this Agreement without your prior written consent.

Notice: All notices under this Agreement shall be in writing and shall be sent to the address or email address specified in the contact information section of this Agreement.

Disputes Any dispute arising out of or in connection with this Agreement, including any dispute as to its existence, validity, or termination, shall be referred to and resolved by arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the County of Los Angeles, California. The arbitration shall be confidential and shall not be subject to discovery or disclosure in any legal proceeding.

Warranty Disclaimer We warrant that the services provided by us under this Agreement will be performed in a professional and workmanlike manner. We do not warrant that the services will be free of errors or that they will meet your specific requirements.

LIMITATION OF LIABILITY In no event shall we be liable for any damages, including but not limited to direct, indirect, special, or consequential damages, arising out of or in connection with this Agreement.

Force Majeure If an event occurs that is beyond our control and that prevents us from performing our obligations under this Agreement, we will not be liable for any breach of this Agreement. The event must be a natural disaster, war, or other event of similar magnitude.

Our website is located at www.example.com.

Entire Agreement: This Agreement constitutes the entire agreement between us and you. It supersedes all other agreements, understandings, or negotiations between us and you.

Governing Law: This Agreement shall be governed by the laws of the State of California.

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

By using our services, you agree to the following terms:

Any dispute arising out of or in connection with this Agreement, including any dispute as to its existence, validity, or termination, shall be referred to and resolved by arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the County of Los Angeles, California. The arbitration shall be confidential and shall not be subject to discovery or disclosure in any legal proceeding.

We warrant that the services provided by us under this Agreement will be performed in a professional and workmanlike manner. We do not warrant that the services will be free of errors or that they will meet your specific requirements.

In no event shall we be liable for any damages, including but not limited to direct, indirect, special, or consequential damages, arising out of or in connection with this Agreement.

If an event occurs that is beyond our control and that prevents us from performing our obligations under this Agreement, we will not be liable for any breach of this Agreement. The event must be a natural disaster, war, or other event of similar magnitude.

This Agreement constitutes the entire agreement between us and you. It supersedes all other agreements, understandings, or negotiations between us and you.

This Agreement shall be governed by the laws of the State of California.









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: 00260598

Account Name: [REDACTED]

Type:

Status: Reply Received

Preferred Contact Method:

Owner: Andrea Smith

Account in Question: Verde Energy USA
Ohio LLC

Account Holder: [REDACTED]

Priority: Standard

Service Type: Residential

CASE DATES:

Date Opened: 03-24-2019

Case Age in Business Days: 31

Date Closed:

Contact Information

Contact: [REDACTED]

Preferred Contact Method:

Phone: [REDACTED]

Mobile:

Preferred Contact Time:

Email: [REDACTED]

Service Address Information

Service Account Number:

Service Address Street: [REDACTED]

Service Address City: Cleveland

Service Address Country: United States

Service Address County: Cuyahoga

Service Address State: Ohio

Service Address Zip:

Service Address Phone: [REDACTED]

Industry Information

AIQ Industry: Gas

AIQ Sub-Industry: Competitive Retail Natural Gas Service
Provider

AIQ Sub-Sub-Industry:

Non-Jurisdictional Case: ☐

Territory Account: 001t0000008OFYQAA4

General Code: Marketing -- Gas

Specific Code: Misleading Information /
Materials

Additional Information

PUCO ID: 345478

Case Formal Complaint Specialist Approved:

Docketing Case Number:

Legacy Case ID:

Case Formal Complaint Supervisor Approved:

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Case Comments

Created Date	Comment
3/24/2019 3:04:16 PM	Verde Energy LLC Ohio sends out agents door to door in Cleveland neighborhood to have people switch natural gas providers. These agents mislead customers by using \$/CCF rates instead of \$/MCF rates, which makes their price look significantly lower than competitors. They do not tell you this upfront and when asked about the difference they lie and say it makes their rate cheaper by half, when in fact you should multiply that rate by 100. For example, my rate was 5.99 per MCF on my bill and the agent had me believe it would be .64 per MCF while in reality it would be 6.40 per MCF, which is a 41 cents increase in price I would not have agreed to otherwise.
3/25/2019 1:12:26 PM	Verde Energy USA LLC Fraudulent Practice
4/24/2019 10:51:38 AM	company gave rate info in ccf's instead of mcf's. Will send the company back as this is in violation of rule 4901:1-29-05 (A)(1)(a). Which is also misleading. Will see what the company has to say about this .

Web Information

Web Name: [REDACTED]

Web Home Phone:

Web Email: [REDACTED]

Web Company:

Web Zip Code: 44102

Web Account in Question: Verde USA Energy LLC
Ohio

Web US Dot #:

System Information

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: 3/26/2019 9:10:01 AM

Email Text Version:

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

CASE ID: 00260598

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44102

SERVICE ADDRESS: [REDACTED]

Cleveland, Ohio 44102

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. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Sincerely,

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

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

Email Created Date: 3/28/2019 5:10:44 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260598.

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 felt misled by the agent and the rate he was quoting. He goes on to state that the agent did not tell him up front it was in CCF in comparison to MCF. He states that if he had known this information otherwise, he would have not completed the enrollment.

Investigative Results:

1. Do you have record of customer?
 - * Yes, the account was enrolled.
2. If so, when and how was the customer signed up?
 - * On 3/24/2019, [REDACTED] enrolled the gas account with Verde via door-to-door agent Aisha Barre with Energy Group Consultants.
3. Please provide copy of signed contract, TPV and sales call.
 - * TPV and Signed Enrollment Document attached
4. How was the rate presented to the customer?
 - * The rate was presented as a 12-month plan, which offered the fixed rate of \$64.9 cents/CCF.
5. Do you have record of customer calling the company about complaint?
 - * Customer has not made contact with Verde.
6. If so, when and what was explained to the customer?
 - * No call.
7. If customer would cancel would an early termination fee be charged?
 - * No Early Termination Fee would be assessed if [REDACTED] requested to cancel the services.
8. If so, how much?
 - * \$0.00

Outcome:

Verde would like to confirm that per the attached TPV and the Signed Enrollment Document, that [REDACTED] accepted the enrollment at the rate of \$64.9 cents/CCF and not per MCF. Lastly, please confirm if customer would like proceed with the enrollment, otherwise he can contact the utility to rescind the enrollment or advise us so that we may submit a cancellation request to the utility.

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

Kindest Regards,
Xiomara Mendoza

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 26, 2019 8:10 AM
To: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260598 [ref:_00Dt0GzXt._500t0GHVN7:ref]

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

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

CASE ID: 00260598
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Cleveland, Ohio 44102
SERVICE ADDRESS: [REDACTED] Cleveland, Ohio 44102
AIQ: Verde Energy USA Ohio LLC
NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE: The customer sent the following e-mail:

Verde Energy LLC Ohio sends out agents door to door in Cleveland neighborhood to have people switch natural gas providers. These agents mislead customers by using \$/CCF rates instead of \$/MCF rates, which makes their price look significantly lower than competitors. They do not tell you this upfront and when asked about the difference they lie and say it makes their rate cheaper by half, when in fact you should multiply that rate by 100. For example, my rate was 5.99 per MCF on my bill and the agent had me believe it would be .64 per MCF while in reality it would be 6.40 per MCF, which is a 41 cents increase in price I would not have agreed to otherwise.

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

7. If customer would cancel would an early termination fee be charged?
8. If so, how much?
9. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)

www.PUCO.ohio.gov<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C9089b0b8d8904c8ca0e808d6b3c1a459%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636894042407598141&sdata=rwD3W3Oe52AwwVKWwcdc9koqrgkAYvBSLFfmXzkUG3I%3D&reserved=0>>

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004MwAw>]

ref:_00Dt0GzXt._500t0GHVN7:ref

Email Created Date: 4/24/2019 12:07:46 PM

Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00260598

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44102

SERVICE ADDRESS: [REDACTED] !Case.Service_Address_City__c}, Ohio 44102

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER:

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Sincerely,

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

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

Email Created Date: 4/30/2019 12:43:38 PM

Email Text Version:

Good morning,

Verde is in response to PUCO Complaint No. 00260598.

We would like to confirm that Verde is aware of the matter and is currently in the process of having it corrected.

Thank you,

Xiomara Mendoza

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Wednesday, April 24, 2019 11:08 AM
To: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260598 [ref:_00Dt0GzXt._500t0GHVN7:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00260598

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44102

SERVICE ADDRESS: [REDACTED] Cleveland, Ohio 44102

AIQ: Verde Energy USA Ohio LLC

NIQ: 440-823-4784

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

DESCRIPTION OF ISSUE: Thanks for the previous response. However, according to rule O.A.C. 4901:1-29-05:(A)(1)(a), the company is required to provide the cost in Ccf or Mcf, whichever is consistent with the incumbent natural gas company's billing format.

A) Each retail natural gas supplier and governmental aggregator that offers competitive retail natural gas service to customers shall provide, in marketing materials that include or accompany a service contract, sufficient information for customers to make informed cost comparisons.

(1) For fixed-rate offers, such information shall, at minimum, include:

(a) The cost per Ccf or Mcf, whichever is consistent with the incumbent natural gas company's billing format, for natural gas supply, if the product is based on a per-unit price or, for flat-monthly rate offers, a specific listing of the rate to be charged per month for the duration of the contract.

1. Why was the customer given rate in rate in Ccf instead of Mcf?
2. Going forward is the company going to give the rate information according to the incumbent natural gas company's billing format?
3. If not, why?
4. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C95d8defa46d84af5981d08d6cd8afbaf%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636922394156712285&sdata=z6ghnGpn7WFG0Qwy91B3%2BqtXDRzWLzBY9RDfReUAIZY%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%7C95d8defa46d84af5981d08d6cd8afbaf%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636922394156712285&sdata=z6ghnGpn7WFG0Qwy91B3%2BqtXDRzWLzBY9RDfReUAIZY%3D&reserved=0)

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ref:_00Dt0GzXt._500t0GHVN7:ref

Case Images

Created Date	Images
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Account Details for Customer

Authorized Party

Name:

[REDACTED]

Phone Number:

[REDACTED]

Relationship:

Spouse

Orders

Service Address:

[REDACTED]

[REDACTED]

Gas:

Account Number:

[REDACTED]

Program:

Price Lock 12

Rate: 0.649 per CCF

Term (months): 12

Early Termination Fees: 0

Monthly Recurring Fee: 0

Terms of Service:

https://www.sparkenergy.com/Document/pdf/TOS/TOS_143367.pdf

Billing Information:

[REDACTED]

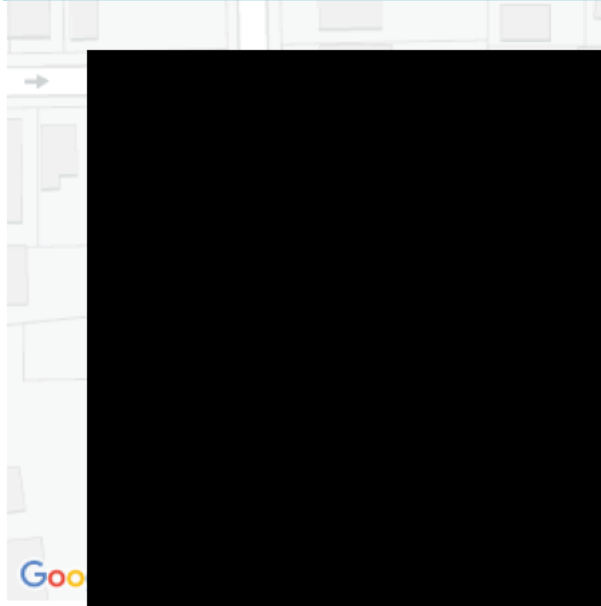
[REDACTED]

Order Confirmation

Customer Signature - By signing my name below, I certify all the information provided is true and correct. I am the account holder of record, the account holder's spouse, or an authorized representative of these accounts over the age of 18. I voluntarily authorize Spark Energy and/or its affiliate brands to obtain the necessary information from my utility company (as described in the Terms of Service) to begin the enrollment process and initiate service with Spark Energy.

[REDACTED]

Order Location



Sale Information

Order Confirmation Number:

[REDACTED]

Sales Agent Name:

[REDACTED]

Agent ID #:

315227

Order Date/Time:

Mar 24, 2019 2:19:54 PM

Text Date/Time sent:

Mar 24, 2019 2:19:55 PM

Text Status:

SUCCESS

Text Carrier Response:

Message has been accepted by phone

Verification Date/Time:

Mar 24, 2019 2:21:40 PM

Disposition:

Verified



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: 00260697	Owner: Andrea Smith
Account Name: [REDACTED]	Account in Question: Verde Energy USA Ohio LLC
Type:	Account Holder:
Status: Reply Received	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 03-25-2019
Case Age in Business Days: 31

Date Closed:

Contact Information

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

Service Address Information

Service Account Number: [REDACTED]	Service Address County: Stark
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: North Lawrence	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:

Case Comments

Created Date	Comment
3/25/2019 11:54:02 AM	Verde/OE-customer states he has contacted both companies. He got a bill for \$2,600.00. he called OE and he was charged a variable rate. He states he never signed up and he was told that they took over the account from Censtar. He states that it looks like it .1599. He states he did not agree to this. Account # [REDACTED] he states he just called and cancelled with them today. I explained he could be charged for one to two billing cycles more. He wanted to know if he has to pay the bill he has now? I told him I can not tell him not to. I explained he may want to call the company for payment arrangements. I explained I will take as investigation and contact the company and they have 10- business days to respond. Once I get the info back I will contact him back. I have to contact the company about the re-rate and once I get that info I will let him know. I can not make any guarantees at this point. He thanked for help. I gave him case # and my name.

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: Andrea Smith	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: 3/25/2019 3:43:37 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:

00260697CUSTOMER: [REDACTED] ADDRESS: [REDACTED] North Lawrence, Ohio

44666SERVICE ADDRESS: [REDACTED] North Lawrence,
Ohio 44666AIQ:

Verde Energy USA Ohio LLCSERVICE ACCOUNT NUMBER: [REDACTED]

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

DESCRIPTION OF ISSUE: [REDACTED] states that his most recent electric bill was for \$2,600.00. He states he is being charged 15.99 cents per kWh. He states he never signed up with Verde. He called the company today and cancelled with them.

1. Do you have record of customer?2. If so, when and how was the customer signed up?3.

Please provide copy of signed contract, TPV and sales call.4. Do you have record of customer calling to cancel with the company.5. If so, when?6. Will the customer be charged an early

termination fee?7. If so, why and how much?8. If the customer has been charged 15.99 cents

per kWh, how was this rate determined?9. Will the customer be re-rated?10. If not, why?11. If

customer will be re-rated, please send the break down of charges and total amount of

credit.12. Any additional information you could provide would be greatly

appreciated. Sincerely, Andrea SmithPublic Utilities Commission of

OhioService Monitoring and

Enforcement DepartmentCustomer Service Investigator (800) 686-PUCO

(7826)www.PUCO.ohio.gov

Normal
0

false
false
false

EN-US
X-NONE
X-NONE

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ref:_00Dt0GzXt._500t0GHa3p:ref

Email Created Date: 3/27/2019 12:47:05 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260697.

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") claiming to have never signed up with Verde.

Investigative Results:

- * On 10/25/2016, [REDACTED] authorized the electric service to CenStar Energy ("CenStar") with a door-to-door sales agent with third party vendor Dynamis Energy, LLC. As a result, the electric service enrolled onto CenStar's 3-month fixed rate plan at 7.4 cents/kWh with \$0 Monthly Service Fee and \$0 Early Termination Fee. (TPV Attached)

- * On 10/31/2016, CenStar generated and mailed the Welcome Letter. (Letter Attached)

- * On 11/16/2016, the electric service became active with CenStar.

- * On 1/19/2017, CenStar generated and mailed the Contract Expiration Notice. (Notice Attached)

- * On 2/17/2017, the electric rate transitioned to the variable month-to month rate.

- * On 6/26/2018, CenStar generated and mailed the Customer Assignment Letter advising of the transition to Verde. (Letter Attached)

- * On 8/18/2018, the electric service became active with Verde.

- * On 3/25/2019, [REDACTED] contacted Verde to cancel his electric account. The Verde agent submitted the cancellation transaction to the utility.

- * On the same day, Verde received PUCO Complaint No. 00260697.

Outcome:

We would like to confirm per the attached TPV completed on 10/25/2016, [REDACTED] authorized the electric enrollment to CenStar without any objections. Furthermore, per the attached Customer Assignment Letter, [REDACTED] was properly notified that his electric service would be assigned to Verde approximately on 7/31/2018. For these reasons, Verde agrees the enrollment is valid.

In addition, per the attached Contract Expiration Notice mailed on 1/19/2017, Verde agrees the account does not warrant any credits or adjustments.

As it stands, the electric service is set to terminate on 4/17/2019 with the termination date to be solely determined by the utility. Lastly, [REDACTED] will be responsible for the charges billed for the household's consumption until the termination date.

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

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>

From: Andrea Smith <contactthepuco@puc.state.oh.us>

Sent: Monday, March 25, 2019 2:44 PM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260697 [ref:_00Dt0GzXt._500t0GHa3p: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: 00260697

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] North Lawrence, Ohio 44666

SERVICE ADDRESS: [REDACTED] North Lawrence, Ohio 44666

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE: [REDACTED] states that his most recent electric bill was for \$2,600.00. He states he is being charged 15.99 cents per kWh. He states he never signed up with Verde. He called the company today and cancelled with them.

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

4. Do you have record of customer calling to cancel with the company.
5. If so, when?
6. Will the customer be charged an early termination fee?
7. If so, why and how much?
8. If the customer has been charged 15.99 cents per kWh, how was this rate determined?
9. Will the customer be re-rated?
10. If not, why?
11. If customer will be re-rated, please send the break down of charges and total amount of credit.
12. Any additional information you could provide would be greatly appreciated.

Sincerely,

Andrea Smith

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C87a95d30af7b4248d3df08d6b2d3494a%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636893020187272333&sdata=eaoet05QeVnTXBb6LDVMOK%2B26y%2FpxZB%2BjAReQcRe%2Bbo%3D&reserved=0>>

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004Mumj>]

ref:_00Dt0GzXt._500t0GHa3p:ref

Email Created Date: 4/25/2019 1:51:01 PM

Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00260697

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] North Lawrence, Ohio 44666

SERVICE ADDRESS: [REDACTED] !Case.Service_Address_City__c}, Ohio 44666

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:

Sincerely,

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

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

Email Created Date: 5/1/2019 3:18:39 PM

Email Text Version:

Good Afternoon,

Attached you will find the TPV requested for PUCO Complaint No. 00260697.

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>>

From: Andrea Smith <contactthepuco@puc.state.oh.us>

Sent: Thursday, April 25, 2019 12:51 PM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260697 [ref:_00Dt0GzXt._500t0GHa3p:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00260697

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] North Lawrence, Ohio 44666

SERVICE ADDRESS: [REDACTED] North Lawrence, Ohio 44666

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: Thanks for the previous response. However, the TPV does not work there is nothing on it. Please resent it. Thank you.

Sincerely,

Andrea Smith

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Ccb9efdfce4449f3e3bd08d6ce69cccf%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636923351142355930&sdata=VvDs2m1dnPkGUdtZCrH9yXucZ6WKyHaSVjYTcZRdxo%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%7Ccb9efdfce4449f3e3bd08d6ce69cccf%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636923351142355930&sdata=VvDs2m1dnPkGUdtZCrH9yXucZ6WKyHaSVjYTcZRdxo%3D&reserved=0>>

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004NdmU>]

ref:_00Dt0GzXt._500t0GHa3p:ref

Case Images

Created Date	Images
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P.O. Box 421289
Houston, TX 77242

June 26, 2018

[REDACTED]
[REDACTED]
[REDACTED]

Utility: OHIOED

Account Number: [REDACTED]

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

Dear [REDACTED]

CenStar Energy Corp. ("CenStar") has appreciated the opportunity to serve as the Competitive Retail Electric Supplier (CRES) for your OHIOED account. However, in accordance with your terms and conditions, we are writing to let you know that CenStar 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 July 31, 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 CenStar 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 OHIOED bill as normal and call OHIOED in case of an outage or emergency just as you do today. The same quality support and service that you are used to with CenStar will continue with Verde.

If you have a fixed rate plan with CenStar, 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 CenStar, 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 CenStar by July 30, 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,

Nathan Kroeker
Chief Executive Officer and President
CenStar Energy Corp.
12140 Wickchester Ln., Ste. 100
Houston, TX 77079
Phone: 877-529-6701
Email: customerservice@censtarenergy.com
Call Center: Mon-Fri: 9:00AM-5:00PM EST

Verde Energy USA Ohio, LLC
12140 Wickchester Ln., Ste. 100
Houston, TX 77079
Phone: 800-388-3862
Email: service@verdeenergyusa.com
Call Center: 8:00 AM-6:00 PM Monday-Friday 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 OHIOED bill as normal.

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

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

Will my current rate change?

If you have a fixed rate plan with CenStar, 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 CenStar, your service will continue under the same variable electric rate. After July 30, 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 OHIOED 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 CenStar?

Contract assignment is allowed per the terms and conditions of your CenStar agreement. Verde will honor your current agreements with CenStar, so no changes will occur with their terms or conditions until the contract end date. If you are a CenStar 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 CenStar, what does this mean for me?

If the contract expires before the effective date of your transfer, your service will continue under the CenStar 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. CenStar 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?

CenStar 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 July 31, 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?

You can only opt out of the switch to Verde by requesting to drop to OHIOED or switch to another CRES while active with CenStar. Early Termination Fees will apply if set forth in your current contract with CenStar and only if you cancel your agreement with CenStar 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 CenStar.

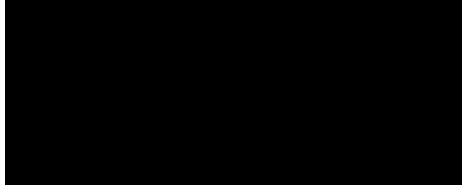
Phone: 877-529-6701

Email: customerservice@censtarenergy.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.



Phone: (877) 529-6701
1 Radisson Plaza, Suite 704, New Rochelle, NY 10801

October 31, 2016

Account Number : [REDACTED]

We are pleased to welcome you as a new CenStar Energy customer effective 11/16/2016. You have joined millions of other homeowners and renters who have decided to take advantage of energy deregulation and choose their own energy supplier. Your utility will continue to deliver your energy safely and reliably and will be there for you in a service emergency. Your utility will provide you with a single bill for both your CenStar Energy supply charges and the utility's delivery charges.

Thank you for giving us this opportunity to provide you with the energy products you need.

If you have any questions about your account, please call us at 1-877-529-6701 or email info@censtarenergy.com.

Sincerely,

Dominitian Jn Paul
Client Relations Manager

p.s. The greatest compliment to my service is the referral of your friends, co-workers and business associates. **Care to Share?** As a thank you to existing customers who refer new customers to us. **Censtar Energy will send you a \$25 Visa gift card** that can be used towards your utility bill, or for anything else. There is no limit - the gift card applies to every new customer you send my way, with my thanks and appreciation. Simply have your friend call me and mention your name.

Disclaimer all referrals must remain enrolled for no less than three(3) months in order to qualify for the \$25 Visa Gift Card





1 Radisson Plaza, Ste 704 I New Rochelle, NY 10801

T:1-877- 529-6701 E: info@censtarenergy.com

URL: www.CenStarEnergy.com

ELECTRIC TERMS & CONDITIONS

Service, Agreement to Sell and Purchase Electricity. This is an agreement between CenStar Energy Corp. ("CenStar"), an independent energy services company, and the undersigned customer ("You" or "Customer") under which Customer shall initiate electric service and begin enrollment with CenStar (the "Agreement"). Subject to the terms and conditions of this Agreement, CenStar agrees to sell, and Customer agrees to purchase and accept the quantity of electric as determined by CenStar, necessary to meet Customer's requirements based upon consumption data obtained by CenStar and/or the delivery schedule of the Electric Distribution Utility (the "EDU" or "Utility"). CenStar agrees to supply and you agree to receive and pay for electric supply service ("Service"). CenStar is not affiliated with and does not represent any EDU. The EDU will continue to deliver the electric and/or electricity supplied by CenStar to you. Your EDU may or may not charge you a fee for switching to a CRES (Competitive Retail Electric Service) provider. CenStar will not charge you a switching fee.

Term. This Agreement shall commence seven (7) calendar days subsequent to the date on the Customer's notice regarding the change of Customer's electric provider to CenStar provided by the EDU and shall remain in effect in accordance with this Agreement. Service with CenStar shall begin with the next available meter reading after processing of the request by the Utility and CenStar. You may cancel this Agreement within the aforementioned seven (7) day window by contacting CenStar or your EDU by telephone or in writing. Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology (the "Renewal Term"). Following the end of the Initial Term, and unless a new agreement is agreed to between the Parties, the Service shall be variable thereafter and based upon various market conditions and factors including, but not by way of limitation, CenStar's cost to provide Service and supply, losses, capacity, ancillary services and other ISO changes. At least forty-five (45) days and no more than ninety (90) days prior to the expiration date, CenStar will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. The notice shall be made by separate mailing (envelope or postcard), the front cover of which shall state: "Important Notice Regarding Your Electric Service Contract." The renewal period for contracts with renewal provision shall not exceed the Initial Term herein. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial Term, and Customer or CenStar may cancel or terminate this Agreement by providing 30 days' advance notice by telephone or in writing of termination to the other Party with no Termination Fee assessed. If CenStar materially changes its terms and conditions other than variable market pricing on a month-to-month schedule, we must receive your affirmative consent in accordance with Rule 4901:1-21-06 not less than thirty (30) and no more than sixty (60) days prior to the new terms taking effect.

Pricing, Billing, and Termination. For each account, you will receive one monthly bill from your Utility and you will continue to pay each bill in accordance with the Utility's billing and collection policy. During the term of this Agreement, the price for all electric sold under this Agreement shall be a fixed price as previously agreed plus all applicable taxes and Utility's delivery charge. For fixed price service if usage over the course of the year exceeds the level of usage in the same month in the previous year ("Base Load"), the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption. If CenStar concludes that a change in laws increases CenStar's costs, the purchase price may be adjusted by CenStar to reflect such costs. "Laws" mean all tariffs, laws, orders, rules, taxes, regulations and utility changes to customer's monthly capacity and/or transmission obligations. If CenStar concludes that a change in laws increases CenStar's costs, the purchase price may be adjusted by CenStar to reflect such costs. "Laws" mean all tariffs, laws, orders, rules, taxes, regulations and utility changes to customer's monthly capacity and/or transmission obligations. If Customer terminates this Agreement prior to the end of the Initial Term or if CenStar terminates this Agreement due to Customer's breach, the Customer shall pay CenStar, in addition to any other applicable charges, a cancellation fee as calculated above. You will receive a single bill for both commodity and delivery costs from the EDU and you will continue to pay your bill in accordance with the EDU's billing terms and policies ("Consolidated Bill"). Failure to pay the Utility charges may result in disconnection as provided for in the EDU's tariff which may include late fees and your inability to choose another CRES until arrearages are paid in full. Moreover, we may cancel this Agreement upon fourteen (14) days written notice for nonpayment and you will be automatically returned to your EDU's standard service which may be higher than the rate agreed upon hereto. You may terminate this Agreement without penalty upon the following condition (i) the Customer moves outside CenStar's service area to into an area

TERMS & CONDITIONS

where CenStar charges a different rate. (ii) Customer is on a month -to-month agreement. CenStar does not offer budget billing for the generation portion of the bill.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of CenStar. CenStar may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by PUCO. Customer will receive written notice from CenStar that will include a statement that following the assignment of Customer's account, Service will continue under the same rates, terms and conditions established under this original Agreement and will include the new CRES provider's name, toll -free number and address.

Credit, Deposits and Release of Information. Prior to the acceptance of this Agreement by CenStar, we may conduct a credit check to determine Customer's creditworthiness. By signing this Agreement, you authorize CenStar to obtain and review various determinants from your EDU such as consumption history, credit information and billing determinants. If the credit check reveals that you do not meet our minimum credit standards, CenStar may request reasonable credit assurance which may include a deposit based on sixty (60) days estimated usage. Any deposit will be returned to the customer upon proper completion of this Agreement if there are no monies due CenStar. If monies are due, CenStar retains the right to use the Customer's deposit to cover any and all associated costs, fees, and charges.

Consumer Protections. CenStar will provide Customer at least 14 days' notice prior to the cancellation this Agreement. Customer may obtain additional information by contacting CenStar at 1.877.529.6701 or PUCO at 1.800.686.7826 or by writing to PUCO at: PUBLIC UTILITIES COMMISSION of OHIO, Office of Consumer Services, One Hundred Eighty East Broad Street, Columbus, Ohio 43215 or through its website at: <http://www.puco.ohio.gov/>. You may also contact the PUCO for inquiries regarding the competitive retail energy market at 1.800.686.7826.

Warranty. This Agreement, including any Welcome letter and applicable attachments, makes up the entire Agreement between Customer and CenStar. CenStar makes no representations or warranties other than those expressly set forth in this Agreement, and CenStar expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. CenStar will make commercially reasonable efforts to provide electric and/or electricity hereunder but CenStar does not guarantee a continuous supply of electric and/or electricity to Customer. Certain causes and events out of the control of CenStar ("Force Majeure Events") may result in interruptions in service. CenStar will not be liable for any such interruptions caused by a Force Majeure Event, and CenStar is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDU, changes in laws; rules, or regulations of any governmental authority or any other cause beyond CenStar's control.

Liability. The remedy in any claim or suit by Customer against CenStar will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either CenStar or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no 3rd beneficiaries to this Agreement.

CenStar Contact Information. Customer may contact CenStar's Customer Service Center at 1.877.529.6701, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to CenStar at: CenStar, 1 Radisson Plaza, Ste 7041 New Rochelle, NY 10801.

Dispute Resolution. In the event of a billing dispute or disagreement involving CenStar's service, Customer should contact CenStar's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. "If your complaint is not resolved after you have called your electric supplier 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 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 <http://www.nickocc.org>."

Taxes and Choice of Law. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Ohio. This Agreement shall be construed under and shall be governed by the

laws of the State of Ohio without regard to the application of its conflicts of law principles. Customer shall be responsible for any and all applicable State, Local and/or Federal taxes associated with the agreed upon services to be provided pursuant to this Agreement.

Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, CenStar shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer. CenStar maintains the right, should Regulatory Changes materially effect the manner in which we provide service to you, at our sole discretion, elect to adjust the price for service under this Agreement to account for any such increase incurred by CenStar.

Emergency Service. The EDU will continue to respond to any and all emergencies. In the event of an emergency or, service interruption, Customer should immediately call the EDU (AEP Ohio Power) 1-888-710-4237, (AEP Columbus Southern Power) (800) 277-2177, (Duke Energy) 800-543-5599, (Ohio Edison) 1-800-633-4766, (The Illuminating Company) 1-800-589-3101, (Toledo Edison) 1-800-447-3333.

Environmental Disclosure: The mix of sources upon which electric is generated and supplied is available in our Environmental Disclosure Statement which is included in this Agreement, and may be updated from time to time, and is available on our website at www.censtarenergy.com or is available upon request. For generation service contracts, an incorporation by reference of information (accompanying the contract) regarding the approximate generation resource mix and environmental characteristics of the power supplies.

Miscellaneous. Customer has the right to request from CenStar, twice within a twelve (12) month period, up to twenty-four (24) months of the Customer's payment history without charge. If you switch back to the EDU you may not be served under the same rates, terms and conditions that apply to other customers served by the EDU. CenStar is prohibited from disclosing Customer's social security number and/or account number without Customer's consent except for CenStar's own collection and credit reporting, participation in programs funded by the universal service fund pursuant to Section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

Parties Bound. This Agreement is binding upon the Parties here to and their respective successors and legal assigns. Customer and CenStar have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all terms herein. All signatures delivered by facsimile and/or electronically shall be deemed as effective as the original.

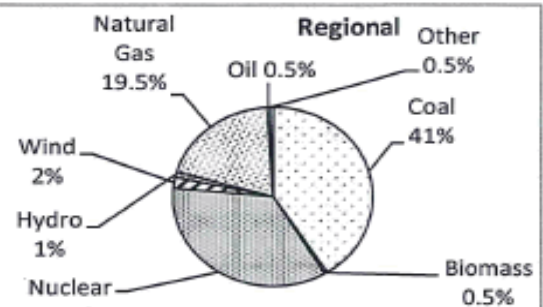
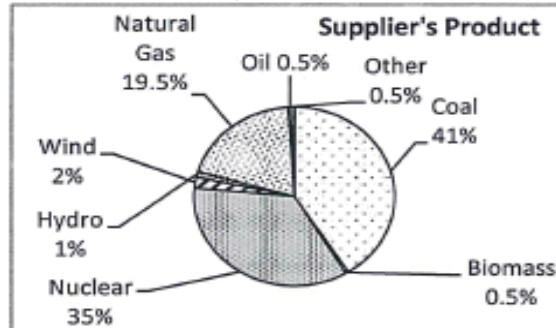
Environmental Disclosure Information

CenStar Energy Corp.

Projected Data for the 2016 Calendar Year

Generation Resource Mix -

A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



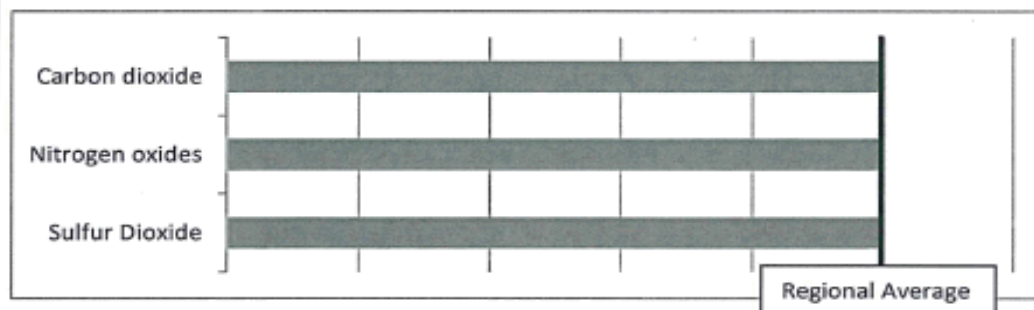
Environmental Characteristics-

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

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

Air Emissions -

A comparison between the air emissions related to this product and the regional average air emissions.



Radioactive Waste -

Radioactive waste associated with the product.

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

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact CenStar Energy at www.censtarenergy.com or by phone at 1-877- 529-6701.



1 Radisson Plaza Suite 704 New Rochelle NY 10801
Tel: 877-529-6701 Fax: 914-355-4242
Website: www.censtarenergy.com
Email: info@censtarenergy.com

January 19, 2017

██████████
████████████████████
NORTH LAWRENCE OH 44666

RENEWAL NOTICE

Dear Customer,

This is an automated letter being sent to you within 30 days of the expiration of your energy agreement with CenStar Energy. If you already renewed your agreement or switched to either another supplier or the utility, please disregard this letter.

This letter is to inform you that your current agreement(s) with CenStar Energy expires on 2/16/2017. We have enjoyed having you as a customer and trust that you are happy with us. We value customers like you and look forward to continuing to be your electric supplier for years to come. Below is a summary of your renewal agreement.

Account number(s)	████████████████████
Account Name	██████████
Service Address(es)	██
Local Utility Company	Ohio Edison
Type(s) of Service	Electric
Product Type	Variable
Agreement Term	Month-to-Month
Early Termination Fee	\$0.00
Term Start Date	2/17/2017
Term End Date	3/16/2017

Please review the Terms and Conditions to assure your renewal agreement best suits your current needs. A copy of the agreement's Terms and Conditions can be found at www.censtarenergy.com.

To compare historic and current prices offered by all ESCOs for standard service without energy-related value-added attributes, please visit the department of Public Service's Power to Choose website.

If you are interested in hearing about other supply plans that we offer, please contact us at 1-877-529-6701. If you choose to discontinue your service with us, you may switch to another supplier, or return to your local utility company, without an early termination fee, at the expiration of your current agreement by contacting us or your local utility company.

Thank you again for allowing us to serve you.

Sincerely,
CenStar Energy



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: 00260788	Owner: Kelly Mabra
Account Name: [REDACTED]	Account in Question: Verde Energy USA Ohio LLC
Type:	Account Holder:
Status: Pending Reply	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 03-25-2019
Case Age in Business Days: 31

Date Closed:

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: Franklin
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Columbus	Service Address Zip:
Service Address Country: United States	Service Address Phone:

Industry Information

AIQ Industry: Gas	Territory Account: [REDACTED]
AIQ Sub-Industry: Competitive Retail Natural Gas Service Provider	General Code: Marketing -- Gas
AIQ Sub-Sub-Industry:	Specific Code: Misleading Information / Materials
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:

Spoke to the customer and advised her that she will not be enrolled with the company and they should not be calling her in the future. I told her although she agreed, she does not have to switch to a supplier and anytime going forward. Just hang up when they call her.

Case Comments

Created Date	Comment
3/25/2019 2:55:28 PM	cust stating she received a call from from someone saying they are with aep and cgo giving a 8.9 % discount. cust said they were telling her they had all of her information just needed account number. cust asked if this was her switching to anything else and was adv no just a discount. cust agreed to the discount and now feels she may have done something wrong. cust wants to know if her utilities would've called her and did this and wants to know if its legit. adv cust no third party suppliers do asked cust if they gave her a name at all as to who they were cust gave the name verde and said she switched and is now wanting to take it back because she feels she was tricked into thinking it was something the utility companies were offering. adv cust of investigation process icb
4/15/2019 9:49:56 AM	Spoke to the customer and advised her that she will not be enrolled with the company and they should not be calling her in the future. I told her although she agreed, she does not have to switch to a supplier and anytime going forward. Just hang up when they call her.
4/30/2019 10:02:26 AM	Reviewed gas TPV. The company should have sent the sales call. Discussed case with MS in RSAD since the customer was never switched. Followed up to request the sales calls and other previous contacts they had with the customer. KM Please email MS to let her know when it arrives.

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: Courtney Fleming
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: 3/28/2019 4:04:03 PM

Email Text Version:

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260788

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Columbus, Ohio 43224

SERVICE ADDRESS: [REDACTED] Columbus, Ohio 43224

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. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer recieved a call from someone saying they are with CGO and AEP and they were giving a discounts of 8.9 % . She was informed that they already had her personal information and all they needed was her account number to set her up. She had no idea that she was switching to a different company. She feels she was mislead.

PUCO Question(s):

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

Sincerely,

Kelly Mabra

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0GHc9Y:ref

Email Created Date: 4/3/2019 6:33:14 PM

Email Text Version:

Good Afternoon,

This is Verde's update to PUCO Complaint No. 00260788.

Please be aware that Verde is currently investigating the allegations mentioned below. As such, Verde will be providing an update by 04/05/2019.

Best Regards,
Edwin Quinonez

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 28, 2019 3:12 PM
To: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

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

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

CASE ID: 00260788
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Columbus, Ohio 43224
SERVICE ADDRESS: [REDACTED] Columbus, Ohio 43224
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. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer received a call from someone saying they are with CGO and AEP and they were giving a discount of 8.9 % . She was informed that they already had her personal information and all they needed was her account number to set her up. She had no idea that she was switching to a different company. She feels she was misled.

PUCO Question(s):

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

Sincerely,

Kelly Mabra

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cbfac6b3326c34bd2f6a908d6b88459ee%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636899275920564828&sdata=KKozFfzCqLw5xeorP7%2F0OfrC6le8dMqxKg1iOyxnSH8%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%7Cbfac6b3326c34bd2f6a908d6b88459ee%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636899275920564828&sdata=KKozFfzCqLw5xeorP7%2F0OfrC6le8dMqxKg1iOyxnSH8%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=018t0000004N2Vp>]

ref:_00Dt0GzXt._500t0GHc9Y:ref

Email Created Date: 4/6/2019 12:26:07 PM

Email Text Version:

Second Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260788

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Columbus, Ohio 43224

SERVICE ADDRESS: [REDACTED] Columbus, Ohio 43224

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. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer recieved a call from someone saying they are with CGO and AEP and they were giving a discounts of 8.9 % . She was informed that they already had her personal information and all they needed was her account number to set her up. She had no idea that she was switching to a different company. She feels she was mislead.

PUCO Question(s):

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

Sincerely,

Case Number: 00260788

Kelly Mabra

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0GHc9Y:ref

Email Created Date: 4/6/2019 6:13:57 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260788.

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

[REDACTED] has filed a complaint with the Public Utility Commission of Ohio ("PUCO") because she states that she was misled into switching her service to Verde.

Investigative Results:

· On 03/25/2019, [REDACTED] authorized the gas and electric account to Verde via Outbound Telemarketer associated with Hound Energy LLC. (TPVs Attached)

- o The electric account was enrolled into a 12 month fixed rate of \$0.0899 cents/kWh.
 - o The gas account was enrolled into a 12 month fixed rate of \$0.699 cents/CCF
 - On 03/28/2019, Verde was in receipt of PUCO Complaint No. 00260788.
 - On 03/29/2019, Verde received an incoming rescission transaction for the electric account.
 - On 04/03/2019, Verde generated and sent a Welcome Letter for the electric and gas account. (Letters Attached)
 - o On this date, Verde submitted a rescission transaction for the gas account.
- Outcome:

We'd like to confirm that per the attached TPVs completed on 03/25/2019, [REDACTED] authorized the electric and gas enrollment to Verde without any objections; however, please be aware that the electric and gas account were successfully rescinded and will not become active.

Lastly, please be aware that Verde takes the nature of this complaint very seriously. As such, Ms. [REDACTED] information has been added to our internal "Do Not Call" as well as our "Do Not Knock" list.

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

Kindest Regards,
Edwin Quinonez
[<https://www.sparkenergy.com/SignatureImages/verdeusa.png>]
Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

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From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Thursday, March 28, 2019 3:12 PM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

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

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

CASE ID: 00260788

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Columbus, Ohio 43224

SERVICE ADDRESS: [REDACTED] Columbus, Ohio 43224

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. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer recieved a call from someone saying they are with CGO and AEP and they were giving a discounts of 8.9 % . She was informed that they already had her personal information and all they needed was her account number to set her up. She had no idea that she was switching to a different company. She feels she was mislead.

PUCO Question(s):

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Sincerely,

Kelly Mabra
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%7C0a8cc581aa3e401e37b808d6badcf901%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636901856209852844&sdata=%2BvOZ4bml8TcxsPJaoHVDzaRZYgl2P%2BAJDzza49IUvLs%3D&reserved=0>>

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004N2Vp>]

ref:_00Dt0GzXt._500t0GHc9Y:ref
Email Created Date: 4/17/2019 12:25:56 PM

Email Text Version:

The TPV you sent for both complaints are the same and is for the electric account only. All though he was never billed, I would like to hear the TPV for gas as well.

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

From: Customer Concerns [customerconcerns@sparkenergy.com]
Sent: 4/6/2019 6:12 PM
To: contactthepuco@puco.ohio.gov
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260788.

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

[REDACTED] has filed a complaint with the Public Utility Commission of Ohio ("PUCO") because she states that she was misled into switching her service to Verde.

Investigative Results:

- On 03/25/2019, [REDACTED] authorized the gas and electric account to Verde via Outbound Telemarketer associated with Hound Energy LLC. (TPVs Attached)
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- On 04/03/2019, Verde generated and sent a Welcome Letter for the electric and gas account. (Letters Attached)
- o On this date, Verde submitted a rescission transaction for the gas account.

Outcome:

We'd like to confirm that per the attached TPVs completed on 03/25/2019, [REDACTED] authorized the electric and gas enrollment to Verde without any objections; however, please be aware that the electric and gas account were successfully rescinded and will not become active.

Lastly, please be aware that Verde takes the nature of this complaint very seriously. As such, Ms. [REDACTED] information has been added to our internal "Do Not Call" as well as our "Do Not Knock" list.

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

Kindest Regards,

Edwin Quinonez

Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@verdeenergy.com

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From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 28, 2019 3:12 PM
To: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260788

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Columbus, Ohio 43224

Case Number: 00260788

SERVICE ADDRESS: [REDACTED] Columbus, Ohio 43224

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. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer recieved a call from someone saying they are with CGO and AEP and they were giving a discounts of 8.9 % . She was informed that they already had her personal information and all they needed was her account number to set her up. She had no idea that she was switching to a different company. She feels she was mislead.

PUCO Question(s):

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

Sincerely,

Kelly Mabra

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0GHc9Y:ref

Email Created Date: 4/17/2019 2:32:33 PM

Email Text Version:

Good Afternoon Ms. Mabra,

Allow me to express my gratitude for your patience while you allow me to resolve this matter.

Attached you will find the gas TPV for PUCO Complaint No. 00260788.

Please do not hesitate to let me know if you have any additional concerns.

Best Regards,

Edwin Quinonez

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

Edwin Quinonez | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

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From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, April 17, 2019 11:27 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

The TPV you sent for both complaints are the same and is for the electric account only. All though he was never billed, I would like to hear the TPV for gas as well.

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

From: Customer Concerns [customerconcerns@sparkenergy.com]
Sent: 4/6/2019 6:12 PM
To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260788.

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

[REDACTED] has filed a complaint with the Public Utility Commission of Ohio ("PUCO") because she states that she was misled into switching her service to Verde.

Investigative Results:

- On 03/25/2019, [REDACTED] authorized the gas and electric account to Verde via Outbound Telemarketer associated with Hound Energy LLC. (TPVs Attached)
 - o The electric account was enrolled into a 12 month fixed rate of \$0.0899 cents/kWh.
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- On 04/03/2019, Verde generated and sent a Welcome Letter for the electric and gas account. (Letters Attached)

o On this date, Verde submitted a rescission transaction for the gas account.

Outcome:

We'd like to confirm that per the attached TPVs completed on 03/25/2019, [REDACTED] authorized the electric and gas enrollment to Verde without any objections; however, please be aware that the electric and gas account were successfully rescinded and will not become active.

Lastly, please be aware that Verde takes the nature of this complaint very seriously. As such, Ms. [REDACTED] information has been added to our internal "Do Not Call" as well as our "Do Not Knock" list.

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

Kindest Regards,

Edwin Quinonez

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

Edwin Quinonez | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

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From: PUCO Consumer Call Center

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

Sent: Thursday, March 28, 2019 3:12 PM

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

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [

ref: _00Dt0GzXt._500t0GHc9Y:ref]

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

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260788

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Columbus, Ohio 43224

SERVICE ADDRESS: [REDACTED] Columbus, Ohio 43224

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. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer recieved a call from someone saying they are with CGO and AEP and they were giving a discounts of 8.9 % . She was informed that they already had her personal information and all they needed was her account number to set her up. She had no idea that she was switching to a different company. She feels she was mislead.

PUCO Question(s):

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

Sincerely,

Kelly Mabra

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C1a174b2d601343f405af08d6c3630a81%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636911227483808733&sdata=Fx6d%2BRX8Luv5R6Y6yJeC%2B42N5kpZ0d351iibdnCf3Kw%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%7C1a174b2d601343f405af08d6c3630a81%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636911227483808733&sdata=Fx6d%2BRX8Luv5R6Y6yJeC%2B42N5kpZ0d351iibdnCf3Kw%3D&reserved=0)

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ref:_00Dt0GzXt._500t0GHc9Y:ref

[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004NTIz>]

Email Created Date: 4/30/2019 10:04:47 AM

Email Text Version:

Thank you for providing the TPV. Please also provide the sales call and any other calls that was made prior to the final sales call/TPV.

Thank you,
Pamela Frye for Kelly Mabra

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/17/2019 2:28 PM

To: contactthepuco@puco.ohio.gov

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

Good Afternoon Ms. Mabra,

Allow me to express my gratitude for your patience while you allow me to resolve this matter.

Attached you will find the gas TPV for PUCO Complaint No. 00260788.

Please do not hesitate to let me know if you have any additional concerns.

Best Regards,

Edwin Quinonez

Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@verdeenergy.com

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From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, April 17, 2019 11:27 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

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Sent: 4/6/2019 6:12 PM
To: contactthepuco@puco.ohio.gov
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

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equinonez@verdeenergy.com

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From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 28, 2019 3:12 PM
To: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260788 [ref:_00Dt0GzXt._500t0GHc9Y:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260788

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Columbus, Ohio 43224

Case Number: 00260788

SERVICE ADDRESS: [REDACTED] Columbus, Ohio 43224

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. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer recieved a call from someone saying they are with CGO and AEP and they were giving a discounts of 8.9 % . She was informed that they already had her personal information and all they needed was her account number to set her up. She had no idea that she was switching to a different company. She feels she was mislead.

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Sincerely,

Kelly Mabra

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0GHc9Y:ref

Case Images

Created Date	Images
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P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family

>001238 00958 019 P51121



Columbus, OH 43224

My Plan Details

Account Number

Plan

Price Lock 12

Rate

8.99 Cents/KWH

Term

12 Months

Monthly Fee

\$0

Early Termination Fee

\$0

4/3/2019

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 [REDACTED]



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), 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. **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 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.





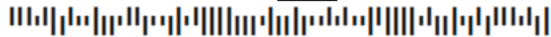
P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family!

>001110 00958 018 P51121



Columbus, OH 43224



4/3/2019

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

My Plan Details

Account Number

[REDACTED]

Plan

Price Lock 12

Rate

69.90 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 [REDACTED]



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 69.90 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. 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.

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.





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: 00260917

Account Name: [REDACTED]

Type:

Status: Closed

Preferred Contact Method: No Preference

Owner: Maureen Harbolt

Account in Question: Verde Energy USA
Ohio LLC

Account Holder: [REDACTED] [REDACTED] - dad

Priority: Standard

Service Type: Residential

CASE DATES:

Date Opened: 03-26-2019

Date Closed: 04-29-2019

Case Age in Business Days: 25

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: Cuyahoga

Service Address Street: [REDACTED]

Service Address State: Ohio

Service Address City: Chagrin Falls

Service Address Zip:

Service Address Country: United States

Service Address Phone:

Industry Information

AIQ Industry: Gas

Territory Account: 001t0000008OFYQAA4

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:

LVM to close. advised of re-rate.

Case Comments

Created Date	Comment
3/26/2019 9:43:04 AM	Caller states that she is calling on behalf of her dad, [REDACTED] [REDACTED] - about Verde – she states that Verde called him – and his rate is double what she is paying – caller states that she called them and thinks it is a scam – was told it can take up to 2 billing cycles to cancel – he is now paying 6.25 and she ask if they could give him something better - rep then offered 4.89 - caller states that is still more than she is paying - caller states that it is a shame and a scam that it takes so long to cancel – adv that is the timeline for the Energy Choice Program, 1 to 2 billing cycles - she has place her number for her dad's accounts but this one must have slipped thru - she has ask to be on a do not contact list – inquired if her dad received a copy of the terms - caller states that there is no cancellation fee, but she is not satisfied – she states that her dad is 90 yrs old - has dementia and a fixed income - adv of the TPV - exp that we can review it and see if her dad sounded confused, ask questions or said no to the questions - adv that if he answered with a clear, yes - to he questions then the recording would have continued - adv of inv timeline.

4/17/2019 9:25:41 AM	<p>CO response:</p> <p>On 1/24/2019, [REDACTED] [REDACTED] authorized the electric and gas service with telesales agent, Danny Golden with third party vendor Hound Energy, LLC. As a result, the electric service enrolled onto Verde's Price Lock 12 plan, which offers a 12-month fixed rate of 9.29 cents/kWh with \$0 Monthly Service Fee ("MSF") and \$0 Early Termination Fee ("ETF"). The gas account enrolled onto the Price Lock 12 plan, which offers a 12-month fixed rate of 62.5 cents/ccf with \$0 MSF and \$0 ETF. (TPV Attached)</p> <p>On 1/25/2019, Verde submitted an enrollment transaction for the electric and gas service to the utility.</p> <p>On 1/29/2019, Verde received an inbound transaction from the utility rescinding the electric enrollment.</p> <p>On 2/8/2019, Verde generated and mailed the gas Welcome Letter. (Letter Attached)</p> <p>On 2/18/2019, the gas service became active with Verde.</p> <p>On 3/25/2019, [REDACTED] contacted Verde, on behalf of [REDACTED] [REDACTED] requesting to cancel the service. The Verde agent offered a lower fixed rate, which Ms. [REDACTED] declined the offer. The Verde agent submitted the termination transaction to the utility.</p> <p>On 3/26/2019, Verde received PUCO Complaint No. 00260917.</p> <p>On the same day, Verde received an inbound termination response from the utility with the effective date of 4/23/2019.</p> <p>Outcome:</p> <p>Verde would like to confirm per the attached TPV completed on 1/24/2019, [REDACTED] [REDACTED] willingly and knowingly authorized his electric and gas service to Verde. However, after careful review, due to noticeable discrepancies within the TPV, Verde deems the enrollment as a "No Sale". For this reason, Verde agrees to process a cost analysis to the utility rate for the gas service for the billing dates of 2/18/2019 (date of inception) until 4/23/2019 (date of termination).</p> <p>As such, please understand the cost analysis will not be completed until the account has terminated and the final invoice has been generated. In as much, upon completion of the cost analysis, Verde will provide a copy of the calculations.</p> <p>In addition, Verde has submitted a request to add the service address of [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022 to our "Do Not Solicit" list and the telephone number of [REDACTED] to our "Do Not Call" list. Furthermore, Verde has also requested the Sales Call with telesales agent Danny Golden with third party vendor, Hound Energy, LLC that will be provided upon receipt.</p> <p>Lastly, as it stands, the electric service successfully rescinded and the gas account is set to terminate on 4/23/2019.</p>
4/17/2019 9:38:12 AM	LVM for sheila regarding case waiting on re-rate.
4/17/2019 9:58:54 AM	<p>Customer calling for MH</p> <p>Transfer to MH</p>
4/17/2019 10:06:25 AM	spoke with customer and advised of invalid TPV, and re-rate. and would have more info after 4/23 and would contact her back.
4/29/2019 10:53:27 AM	LVM to close. advised of re-rate.

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: Shawn Thompson
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: 3/26/2019 10:02:09 AM

Email Text Version:

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260917

COMPANY:

CUSTOMER: [REDACTED] [REDACTED]

ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022

SERVICE ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

NIQ: [REDACTED] [REDACTED]

Case Number: 00260917

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

DESCRIPTION OF ISSUE:

Good morning,

The customers daughter contacted the PUCO regarding the rate her father is being charged.

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

Has the customer requested a cancellation? If so, what is the drop date?

Please provide any additional information that may assist in investigation.

Please add this customer to your internal do not solicit list.

Sincerely,

Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0GHgt0:ref

Email Created Date: 3/26/2019 12:04:52 PM

Email Text Version:

Good Morning,

Attached you will find the TPV requested for PUCO Complaint No. 00260917. As such, a final response will be provided by the end of business on 4/8/2019.

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>

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 26, 2019 9:06 AM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260917 [

ref:_00Dt0GzXt._500t0GHgt0:ref]

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

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

Case Number: 00260917

CASE ID: 00260917

COMPANY:

CUSTOMER: [REDACTED] [REDACTED]

ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022

SERVICE ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

NIQ: [REDACTED] [REDACTED]

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C878cc41c7e454fb3e35708d6b204c38f%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636892130869652484&sdata=5LHcnz0FwxTFYbVA4MePYdsqdh%2B46sVDjWUZsOQdyl8%3D&reserved=0>

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[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004MwJA]

ref:_00Dt0GzXt._500t0GHgt0:ref

Email Created Date: 4/8/2019 6:17:34 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260917.

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

[REDACTED] has filed a complaint with the Public Utilities of Ohio ("PUCO") regarding the rate being charged by Verde.

Investigative Results:

* On 1/24/2019, [REDACTED] authorized the electric and gas service with telesales agent, Danny Golden with third party vendor Hound Energy, LLC. As a result, the electric service enrolled onto Verde's Price Lock 12 plan, which offers a 12-month fixed rate of 9.29 cents/kWh with \$0 Monthly Service Fee ("MSF") and \$0 Early Termination Fee ("ETF"). The gas account enrolled onto the Price Lock 12 plan, which offers a 12-month fixed rate of 62.5 cents/ccf with \$0 MSF and \$0 ETF. (TPV Attached)

* On 1/25/2019, Verde submitted an enrollment transaction for the electric and gas service to the utility.

- * On 1/29/2019, Verde received an inbound transaction from the utility rescinding the electric enrollment.
- * On 2/8/2019, Verde generated and mailed the gas Welcome Letter. (Letter Attached)
- * On 2/18/2019, the gas service became active with Verde.
- * On 3/25/2019, [REDACTED] contacted Verde, on behalf of [REDACTED] [REDACTED] requesting to cancel the service. The Verde agent offered a lower fixed rate, which Ms. [REDACTED] declined the offer. The Verde agent submitted the termination transaction to the utility.
- * On 3/26/2019, Verde received PUCO Complaint No. 00260917.
- * On the same day, Verde received an inbound termination response from the utility with the effective date of 4/23/2019.

Outcome:

Verde would like to confirm per the attached TPV completed on 1/24/2019, [REDACTED] [REDACTED] willingly and knowingly authorized his electric and gas service to Verde. However, after careful review, due to noticeable discrepancies within the TPV, Verde deems the enrollment as a "No Sale". For this reason, Verde agrees to process a cost analysis to the utility rate for the gas service for the billing dates of 2/18/2019 (date of inception) until 4/23/2019 (date of termination).

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In addition, Verde has submitted a request to add the service address of [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022 to our "Do Not Solicit" list and the telephone number of [REDACTED] [REDACTED] to our "Do Not Call" list. Furthermore, Verde has also requested the Sales Call with telesales agent Danny Golden with third party vendor, Hound Energy, LLC that will be provided upon receipt.

Lastly, as it stands, the electric service successfully rescinded and the gas account is set to terminate on 4/23/2019.

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>>

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 26, 2019 9:06 AM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260917 [ref:_00Dt0GzXt._500t0GHgt0:ref]

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

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

CASE ID: 00260917

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Chagrin Falls, Ohio 44022

SERVICE ADDRESS: [REDACTED] Chagrin Falls, Ohio 44022

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good morning,

The customers daughter contacted the PUCO regarding the rate her father is being charged.

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

Has the customer requested a cancellation? If so, what is the drop date?

Please provide any additional information that may assist in investigation.

Please add this customer to your internal do not solicit list.

Case Number: 00260917

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://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C44cedbca39d04344908308d6bc6fda26%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636903586462026467&sdata=hGSxvqeMcOrbi7a0gfbVsg6pcyl7F1OJvbj%2FdtjGoe8%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%7C44cedbca39d04344908308d6bc6fda26%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636903586462026467&sdata=hGSxvqeMcOrbi7a0gfbVsg6pcyl7F1OJvbj%2FdtjGoe8%3D&reserved=0>>

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004MwJA>]

ref:_00Dt0GzXt._500t0GHgt0:ref

Email Created Date: 4/17/2019 9:29:39 AM

Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00260917

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022

SERVICE ADDRESS: [REDACTED] [REDACTED], Chagrin Falls, Ohio 44022

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!

Thank you for the information provided.
Please send the copy of the sales call.
Please provide an update when the re-rate has been processed.

Sincerely,

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

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/8/2019 6:16 PM

To: contactthepuco@puco.ohio.gov

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260917 [ref:_00Dt0GzXt._500t0GHgt0:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260917.

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

[REDACTED] has filed a complaint with the Public Utilities of Ohio ("PUCO") regarding the rate being charged by Verde.

Investigative Results:

On 1/24/2019, [REDACTED] authorized the electric and gas service with telesales agent, Danny Golden with third party vendor Hound Energy, LLC. As a result, the electric service enrolled onto Verde's Price Lock 12 plan, which offers a 12-month fixed rate of 9.29 cents/kWh with \$0 Monthly Service Fee ("MSF") and \$0 Early Termination Fee ("ETF"). The gas account enrolled onto the Price Lock 12 plan, which offers a 12-month fixed rate of 62.5 cents/ccf with \$0 MSF and \$0 ETF. (TPV Attached)

On 1/25/2019, Verde submitted an enrollment transaction for the electric and gas service to the utility.

On 1/29/2019, Verde received an inbound transaction from the utility rescinding the electric enrollment.

On 2/8/2019, Verde generated and mailed the gas Welcome Letter. (Letter Attached)

On 2/18/2019, the gas service became active with Verde.

On 3/25/2019, [REDACTED] contacted Verde, on behalf of [REDACTED] [REDACTED] requesting to cancel the service. The Verde agent offered a lower fixed rate, which Ms. [REDACTED] declined the offer. The Verde agent submitted the termination transaction to the utility.

On 3/26/2019, Verde received PUCO Complaint No. 00260917.

On the same day, Verde received an inbound termination response from the utility with the effective date of 4/23/2019.

Outcome:

Verde would like to confirm per the attached TPV completed on 1/24/2019, [REDACTED] [REDACTED] willingly and knowingly authorized his electric and gas service to Verde. However, after careful review, due to noticeable discrepancies within the TPV, Verde deems the enrollment as a "No Sale". For this reason, Verde agrees to process a cost analysis to the utility rate for the gas service for the billing dates of 2/18/2019 (date of inception) until 4/23/2019 (date of termination).

As such, please understand the cost analysis will not be completed until the account has terminated and the final invoice has been generated. In as much, upon completion of the cost analysis, Verde will provide a copy of the calculations.

In addition, Verde has submitted a request to add the service address of [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022 to our "Do Not Solicit" list and the telephone number of [REDACTED] [REDACTED] to our "Do Not Call" list. Furthermore, Verde has also requested the Sales Call with telesales agent Danny Golden with third party vendor, Hound Energy, LLC that will be provided upon receipt.

Lastly, as it stands, the electric service successfully rescinded and the gas account is set to terminate on 4/23/2019.

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

Kindest Regards,

Brandi Williams | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 281-833-4103
bwilliams@verdeenergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 26, 2019 9:06 AM
To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260917 [ref:_00Dt0GzXt._500t0GHgt0:ref]

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

CASE ID: 00260917

COMPANY:

CUSTOMER: [REDACTED] [REDACTED]

ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022

SERVICE ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

NIQ: [REDACTED] [REDACTED]

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

DESCRIPTION OF ISSUE:

Good morning,

The customers daughter contacted the PUCO regarding the rate her father is being charged.

When was this account enrolled, and how?

Please provide copies of:

- *The sales call to this customer
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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

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ref:_00Dt0GzXt._500t0GHgt0:ref
Email Created Date: 4/29/2019 9:02:39 AM

Email Text Version:
PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00260917
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022
SERVICE ADDRESS: [REDACTED] [REDACTED], Chagrin Falls, Ohio 44022
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!

Good morning,

Can you advise if there is an update regarding this case?

Sincerely,

Maureen Harbolt
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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Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00260917

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Chagrin Falls, Ohio 44022

SERVICE ADDRESS: [REDACTED] Chagrin Falls, Ohio 44022

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

NIQ: [REDACTED]

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The customers daughter contacted the PUCO regarding the rate her father is being charged.

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

Has the customer requested a cancellation? If so, what is the drop date?

Please provide any additional information that may assist in investigation.

Please add this customer to your internal do not solicit list.

Sincerely,

Maureen Harbolt

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

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

ref:_00Dt0GzXt._500t0GHgt0:ref
Email Created Date: 4/29/2019 10:30:59 AM

Email Text Version:

Good Morning,

Thank you for bringing [REDACTED] [REDACTED] concerns to our attention and for allowing us the opportunity to address them. Attached you will find the cost analysis completed for PUCO Complaint No. 00260917. Please be advised, a refund check will be mailed via US Mail within the next 21 business days.

Lastly, the gas service terminated on 4/17/2019 with the termination date being solely determined by the utility and not Verde.

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

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>

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, April 29, 2019 8:03 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260917 [ref:_00Dt0GzXt._500t0GHgt0:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00260917

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Chagrin Falls, Ohio 44022

SERVICE ADDRESS: [REDACTED], Chagrin Falls, Ohio 44022

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!

Good morning,

Can you advise if there is an update regarding this case?

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://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cc38ce4fe2901477c776808d6ccaf486b%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636921450554108052&sdata=US66%2B3kG5pUY7EqbZV%2ByEwgAdfUpIWC8pJevmn7NgIQ%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.

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/8/2019 6:16 PM

To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260917 [ref:_00Dt0GzXt._500t0GHgt0:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260917.

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

[REDACTED] has filed a complaint with the Public Utilities of Ohio ("PUCO") regarding the rate being charged by Verde.

Investigative Results:

- * On 1/24/2019, [REDACTED] authorized the electric and gas service with telesales agent, Danny Golden with third party vendor Hound Energy, LLC. As a result, the electric service enrolled onto Verde's Price Lock 12 plan, which offers a 12-month fixed rate of 9.29 cents/kWh with \$0 Monthly Service Fee ("MSF") and \$0 Early Termination Fee ("ETF"). The gas account enrolled onto the Price Lock 12 plan, which offers a 12-month fixed rate of 62.5 cents/ccf with \$0 MSF and \$0 ETF. (TPV Attached)

- * On 1/25/2019, Verde submitted an enrollment transaction for the electric and gas service to the utility.

- * On 1/29/2019, Verde received an inbound transaction from the utility rescinding the electric enrollment.

- * On 2/8/2019, Verde generated and mailed the gas Welcome Letter. (Letter Attached)

- * On 2/18/2019, the gas service became active with Verde.

* On 3/25/2019, [REDACTED] contacted Verde, on behalf of [REDACTED] [REDACTED] requesting to cancel the service. The Verde agent offered a lower fixed rate, which Ms. [REDACTED] declined the offer. The Verde agent submitted the termination transaction to the utility.

* On 3/26/2019, Verde received PUCO Complaint No. 00260917.

* On the same day, Verde received an inbound termination response from the utility with the effective date of 4/23/2019.

Outcome:

Verde would like to confirm per the attached TPV completed on 1/24/2019, [REDACTED] [REDACTED] willingly and knowingly authorized his electric and gas service to Verde. However, after careful review, due to noticeable discrepancies within the TPV, Verde deems the enrollment as a "No Sale". For this reason, Verde agrees to process a cost analysis to the utility rate for the gas service for the billing dates of 2/18/2019 (date of inception) until 4/23/2019 (date of termination).

As such, please understand the cost analysis will not be completed until the account has terminated and the final invoice has been generated. In as much, upon completion of the cost analysis, Verde will provide a copy of the calculations.

In addition, Verde has submitted a request to add the service address of [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022 to our "Do Not Solicit" list and the telephone number of [REDACTED] [REDACTED] to our "Do Not Call" list. Furthermore, Verde has also requested the Sales Call with telesales agent Danny Golden with third party vendor, Hound Energy, LLC that will be provided upon receipt.

Lastly, as it stands, the electric service successfully rescinded and the gas account is set to terminate on 4/23/2019.

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>>

From: PUCO Consumer Call Center

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

Sent: Tuesday, March 26, 2019 9:06 AM

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

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260917 [

ref:_00Dt0GzXt._500t0GHgt0:ref]

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

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

CASE ID: 00260917

COMPANY:

CUSTOMER: [REDACTED] [REDACTED]

ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022

SERVICE ADDRESS: [REDACTED] [REDACTED] Chagrin Falls, Ohio 44022

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

NIQ: [REDACTED] [REDACTED]

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

DESCRIPTION OF ISSUE:

Good morning,

The customers daughter contacted the PUCO regarding the rate her father is being charged.

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

Has the customer requested a cancellation? If so, what is the drop date?

Please provide any additional information that may assist in investigation.

Please add this customer to your internal do not solicit list.



P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family!

[REDACTED]
[REDACTED]
[REDACTED]
Chagrin Falls, OH 44022 [REDACTED]
[REDACTED]

2/8/2019

[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

My Plan Details

Account Number

[REDACTED]

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 [REDACTED]



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. 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.

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.





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: 00260932	Owner: Christina Cassady
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: 03-26-2019
Case Age in Business Days: 6

Date Closed: 04-02-2019

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: Cuyahoga
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Cleveland	Service Address Zip:
Service Address Country: United States	Service Address Phone:

Industry Information

AIQ Industry: Electric	Territory Account: 001t0000008OFY4AAO
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:

Response mailed to consumer April 2, 2019.

Case Comments

Created Date	Comment
3/26/2019 10:01:44 AM	Verde/CEI: Received letter about the company taking over. Stated he did not agree to any enrollment. Stated he does not want Verde to become his supplier. Advised to contact CEI to cancel switch Advised will open invest regarding the enrollment.
4/2/2019 4:49:32 PM	Response mailed to consumer April 2, 2019.

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: Samantha Boerstler	Last Modified by: Sara Macey
# Tasks Correspondence Review: 1	Next Activity Date:
# Tasks Correspondence Review:1	Case Grade Created: <input type="checkbox"/>
	Case Grade Target: <input type="checkbox"/>

Case Emails

Email Created Date: 3/26/2019 4:20:30 PM

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00260932

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44108

SERVICE ADDRESS: [REDACTED] Cleveland, Ohio 44108

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:

Good afternoon.

According to Mr. [REDACTED] he just received notification from CEI that Verde is being assigned to his account as the supplier of his electric generation service. Mr. [REDACTED] states he has never completed an enrollment with Verde Energy and does not want to be enrolled with Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref: _00Dt0GzXt._500t0GHh9m:ref

Email Created Date: 3/27/2019 5:55:26 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260932.

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

██████ has filed a complaint with the Public Utilities Commission of Ohio ("PUCO") claiming to have not authorized the enrollments to Verde.

Investigative Results:

* On 3/13/2019, █████ █████ authorized the electric and gas service with Wendell-Hill Freeman, a door-to-door sales agent with Energy Group Consultants, LLC. As a result, the electric service enrolled onto Verde's Price Lock 12 plan, which offers a 12-month fixed rate of 8.99 cents/kWh with \$0 Monthly Service Fee ("MSF") and \$0 Early Termination Fee ("ETF"). The gas account enrolled onto the Price Lock 12 plan, which offers a 12-month fixed rate of 64.9 cents/ccf with \$0 MSF and \$0 ETF. (TPV Attached)

* On 3/14/2019, Verde submitted an enrollment transaction to the utility.

* On the same day, Verde received an inbound enrollment response with the effective date of 4/5/2019.

* On 3/20/2019, Verde generated and mailed the electric Welcome Letter. (Letter Attached)

* On 3/26/2019, █████ contacted Verde disputing the enrollment to Verde and requesting to cancel the service. Mr. █████ claims to have not been home at the time of the enrollment and stated the number used to enroll the service is not associated with him. The Verde agent submitted a cancellation transaction to the utility.

* On the same day, Verde received PUCO Complaint No. 00260932.

Outcome:

Verde would like to confirm per the attached TPV completed on 3/13/2019, █████ █████ willingly and knowingly authorized the enrollment to Verde without any objections. In as much, due to discrepancies with the telephone number used to authorize the enrollment, Verde deems the enrollment as a "No Sale."

Additionally, because we take complaints of this nature very seriously, Verde has forwarded Mr. █████ concerns to our Compliance Manager - Vendor Quality Assurance for review. As it stands, the gas enrollment has successfully canceled and the electric enrollment is currently pending termination. Lastly, please understand the termination date is solely determined by the utility and not Verde.

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>

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 26, 2019 3:22 PM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260932 [

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[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: 00260932
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Cleveland, Ohio 44108
SERVICE ADDRESS: [REDACTED] Cleveland, Ohio 44108
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:

Good afternoon.

According to Mr. [REDACTED] he just received notification from CEI that Verde is being assigned to his account as the supplier of his electric generation service. Mr. [REDACTED] states he has never completed an enrollment with Verde Energy and does not want to be enrolled with Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cb489ad7ad4bf4f420b3708d6b2fecbc6%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636893205196662426&sdata=pA5vP75fk0Cbp5p2ykels%2F4LsePX5fEWvslxXEI%2FGWM%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%7Cb489ad7ad4bf4f420b3708d6b2fecbc6%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636893205196662426&sdata=pA5vP75fk0Cbp5p2ykels%2F4LsePX5fEWvslxXEI%2FGWM%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=018t0000004MxWe>]

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Case Images

Created Date	Images
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P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family

[REDACTED]
[REDACTED]
[REDACTED]
Cleveland, OH 44108-[REDACTED]
[REDACTED]

3/20/2019

[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

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 [REDACTED]



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), 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. **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 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.





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: 00260934	Owner: Shawn Thompson
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: 03-26-2019
Case Age in Business Days: 30

Date Closed: 05-06-2019

Contact Information

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

Service Address Information

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

Industry Information

AIQ Industry: Electric	Territory Account: [REDACTED]
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:

LM for cust - close case

Case Comments

Created Date	Comment
3/26/2019 10:12:07 AM	Caller states that he had Verde until Dec when he had decided to enroll with Rushmore (Caller did have Rushmore on Jan bill). Caller was then contacted by Verde about the first week of Jan to try and re-enroll him, which caller refused. Caller states that Verde had ended up on his bill, which jumped from \$500 to \$800. Caller has been able to cancel out since then and go back to Rushmore. Caller had gone through a TPV when he originally enrolled with Verde and believes they used the same TPV to re-enroll him in Jan. Caller is seeking a credit for difference between Verde charges in Feb (9.29 per kwh) and Rushmore (5.7 per kwh). Advised caller of investigative process.
3/27/2019 3:33:18 PM	* sent initial email *
4/1/2019 10:11:57 AM	* review interim company response *
4/5/2019 1:31:10 PM	Cust called back in for update. Advised company has until 4/10 to respond. Invited call back.
4/9/2019 9:47:19 AM	* read LC's notes *
4/13/2019 9:47:17 AM	* review interim company response, TPV: 1/3/19 at 348 pm by [REDACTED] --- In as much, upon completion of the cost analysis, Verde will provide a copy of the calculations and the customer will be refunded accordingly if deemed necessary. *
4/26/2019 1:55:54 PM	* sent follow up email *
4/30/2019 10:04:07 AM	Cust calling for update. Advised Shawn is still working on his case. He stated he was informed it would be done within 10 days. Informed the customer 10 business days is the response from the initial contact. Advised cust when shawn has answers she will get in touch with him
5/1/2019 8:07:50 AM	* read SB's notes *
5/6/2019 3:45:25 PM	I called the cust and left a message - adv that Verde is no longer using that specific vendor to provide the sales call - adv that Verde did a re-rate for his svc period, 1/30/19 (start date) - 2/27/19 (end date) - adv that he should receive a refund check from Verde with 21 busn days in the amt of \$340.65 - invited call back if he has any further questions.
5/6/2019 3:46:08 PM	LM for cust - close case

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: Michael Yonkura
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: 3/27/2019 3:32:29 PM

Email Text Version:

96

Normal
0

false
false
false

EN-US
X-NONE
X-NONE

Initial Submission of a Consumer Complaint

Provider of Electric Please Respond Within 3 Business Days

CASE ID:

00260934 CUSTOMER: [REDACTED] [REDACTED] Toledo, Ohio

43614 SERVICE ADDRESS: [REDACTED] Toledo,

Ohio 43614 AIQ:

Verde Energy USA Ohio LLC SERVICE ACCOUNT NUMBER: [REDACTED] [REDACTED]

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

DESCRIPTION OF ISSUE: Good afternoon,

Caller is disputing his second enrollment with Verde. He thinks they used his initial TPV to sign him back up in January. He is requesting a credit for the difference in the rates.

*** Please provide how you re-enrolled the customer in January.*** Please provide the tpv, sales call and terms.*** Please provide all of the details regarding this issue to our office for review. Sincerely, Shawn Thompson Public Utilities Commission of

Ohio Service Monitoring and

Enforcement Department Customer Service Investigator (800) 686-PUCO

(7826)www.PUCO.ohio.gov

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._500t0GHhCb:ref

Email Created Date: 3/28/2019 12:15:09 PM

Email Text Version:

Good Morning,

Attached you will find the TPV requested for PUCO Complaint No. 00260934. As such, a final
response will be provided by the end of business on 4/9/2019.

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>

From: Shawn Thompson <contactthepuco@puc.state.oh.us>

Sent: Wednesday, March 27, 2019 2:33 PM

To: Regulatory <regulatory@sparkenergy.com>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260934 [

ref:_00Dt0GzXt._500t0GHhCb: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: 00260934
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Toledo, Ohio 43614
SERVICE ADDRESS: [REDACTED] Toledo, Ohio 43614
AIQ: Verde Energy USA Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ: [REDACTED]

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

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*** Please provide how you re-enrolled the customer in January.
*** Please provide the tpv, sales call and terms.
*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

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

www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C92f70099d53141517ddd08d6b398878d%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636893865051765102&sdata=rwJxcZx09mmY348mM%2F%2Bke3l0q8WLdDxuBULy1VFGGE%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=018t0000004Mz6e]

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Email Created Date: 4/9/2019 12:41:51 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260934.

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

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

Investigative Results:

- * On 1/3/2019, [REDACTED] authorized the electric service with telesales agent, Max Anderson with third party vendor, Vestra Energy, Inc. As a result, the electric service enrolled onto Verde's Price Lock 12 plan, which offers a 12-month fixed rate of 9.29 cents/kWh with \$0 Monthly Service Fee and \$0 Early Termination Fee. (TPV Attached)

- * On 1/4/2019, Verde submitted an enrollment transaction to the utility.

- * On the same day, Verde received an inbound enrollment response with the effective date of 1/30/2019.

- * On 1/11/2019, Verde generated and mailed the Welcome Letter. (Letter Attached)

- * On 1/30/2019, Verde received an inbound termination from the utility with the effective date of 2/27/2019.

- * On the same day, the electric service became active.

- * On 2/27/2019, the electric service terminated with Verde.

- * On 3/27/2019, Verde received PUCO Complaint No. 00260934.

Outcome:

Verde would like to confirm per the attached TPV completed on 1/3/2019, [REDACTED] willingly and knowingly authorized the electric service to Verde without any objections. For this reason, Verde agrees the enrollment is valid and warrants no credits or adjustments. As such, please be advised, Verde no longer does business with Vestra Energy; therefore, will not be able to provide a copy of the Sales Call. Based on the aforementioned, Verde agrees to process a cost analysis to the utility rate for the service period from 1/30/2019 (date of inception) until 2/27/2019 (date of termination). In as much, upon completion of the cost analysis, Verde will provide a copy of the calculations and the customer will be refunded accordingly if deemed necessary. Lastly, as it stands, the electric service terminated with Verde on 2/27/2019 with the termination date solely being determined by the utility.

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

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>

From: Shawn Thompson

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

Sent: Wednesday, March 27, 2019 2:33 PM

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

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260934 [

ref:_00Dt0GzXt._500t0GHhCb: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: 00260934

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Toledo, Ohio 43614

SERVICE ADDRESS: [REDACTED] Toledo, Ohio 43614

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller is disputing his second enrollment with Verde. He thinks they used his initial TPV to sign him back up in January. He is requesting a credit for the difference in the rates.

*** Please provide how you re-enrolled the customer in January.

*** Please provide the tpv, sales call and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Ce9ea65e7e2c549b8fc6e08d6bd0a203f%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636904249043437838&sdata=PCIX%2FSMJt%2BoGFrHuUhkOhGHDx%2FUN7Zpjaub8mrJ3L7s%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%7Ce9ea65e7e2c549b8fc6e08d6bd0a203f%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636904249043437838&sdata=PCIX%2FSMJt%2BoGFrHuUhkOhGHDx%2FUN7Zpjaub8mrJ3L7s%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=018t0000004Mz6e>]

ref:_00Dt0GzXt._500t0GHhCb:ref

Email Created Date: 4/26/2019 1:55:26 PM

Email Text Version:

Good afternoon,

Have you completed the cost analysis?

Is the customer due a refund?

If yes, please provide the detailed calculations on how you determined the refund amount.

Thank you,

Shawn Thompson

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/9/2019 12:40 PM

To: contactthepuco@puco.ohio.gov

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260934 [ref:_00Dt0GzXt._500t0GHhCb:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260934.

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

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

Investigative Results:

On 1/3/2019, [REDACTED] authorized the electric service with telesales agent, Max Anderson with third party vendor, Vestra Energy, Inc. As a result, the electric service enrolled onto Verde's Price Lock 12 plan, which offers a 12-month fixed rate of 9.29 cents/kWh with \$0 Monthly Service Fee and \$0 Early Termination Fee. (TPV Attached)

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On the same day, the electric service became active.

On 2/27/2019, the electric service terminated with Verde.

On 3/27/2019, Verde received PUCO Complaint No. 00260934.

Outcome:

Verde would like to confirm per the attached TPV completed on 1/3/2019, [REDACTED] willingly and knowingly authorized the electric service to Verde without any objections. For this reason, Verde agrees the enrollment is valid and warrants no credits or adjustments.

As such, please be advised, Verde no longer does business with Vestra Energy; therefore, will not be able to provide a copy of the Sales Call. Based on the aforementioned, Verde agrees to process a cost analysis to the utility rate for the service period from 1/30/2019 (date of inception) until 2/27/2019 (date of termination). In as much, upon completion of the cost analysis, Verde will provide a copy of the calculations and the customer will be refunded accordingly if deemed necessary.

Lastly, as it stands, the electric service terminated with Verde on 2/27/2019 with the termination date solely being determined by the utility.

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

Kindest Regards,

Brandi Williams | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 281-833-4103
bwilliams@verdeenergy.com

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Wednesday, March 27, 2019 2:33 PM
To: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260934 [ref:_00Dt0GzXt._500t0GHhCb:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00260934

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Toledo, Ohio 43614

SERVICE ADDRESS: [REDACTED] Toledo, Ohio 43614

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good afternoon,

Caller is disputing his second enrollment with Verde. He thinks they used his initial TPV to sign him back up in January. He is requesting a credit for the difference in the rates.

*** Please provide how you re-enrolled the customer in January.

*** Please provide the tpv, sales call and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0GHhCb:ref

Email Created Date: 5/1/2019 3:12:41 PM

Email Text Version:

Good Afternoon,

Attached you will find the cost analysis completed for PUCO Complaint No. 00260934. Please be advised, Mr. [REDACTED] will receive a refund check via US Mail within the next 21 business days.

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>

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, April 26, 2019 12:55 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260934 [ref:_00Dt0GzXt._500t0GHhCb:ref]

Good afternoon,

Have you completed the cost analysis?

Is the customer due a refund?

If yes, please provide the detailed calculations on how you determined the refund amount.

Thank you,

Shawn Thompson

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

From: Customer Concerns [customerconcerns@sparkenergy.com]
Sent: 4/9/2019 12:40 PM
To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260934 [ref:_00Dt0GzXt._500t0GHhCb:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00260934.

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

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

Investigative Results:

* On 1/3/2019, [REDACTED] authorized the electric service with telesales agent, Max Anderson with third party vendor, Vestra Energy, Inc. As a result, the electric service enrolled onto Verde's Price Lock 12 plan, which offers a 12-month fixed rate of 9.29 cents/kWh with \$0 Monthly Service Fee and \$0 Early Termination Fee. (TPV Attached)

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* On 3/27/2019, Verde received PUCO Complaint No. 00260934.

Outcome:

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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>

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

Sent: Wednesday, March 27, 2019 2:33 PM

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

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260934 [

ref:_00Dt0GzXt._500t0GHhCb: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: 00260934
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Toledo, Ohio 43614
SERVICE ADDRESS: [REDACTED] Toledo, Ohio 43614
AIQ: Verde Energy USA Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ: [REDACTED]

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

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*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004Mz6e>]

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Case Images

Created Date	Images																																																												
5/1/2019 3:12:43 PM	<table><tr><th>Utility</th><th>Service Period</th><th>Usage</th><th>Total Invoice</th><th>Rebate</th><th>Correct rate</th><th>Tax rate</th><th>Energy Charge</th><th>MSF</th><th>Tax</th><th>Total Invoice</th><th>Variance</th></tr><tr><td>Toledo Edison</td><td>1/28/2019-1/27/2019</td><td>5975.00</td><td>\$554.8900</td><td>*****</td><td>0.025588</td><td>\$0.0000</td><td>\$214.34</td><td>\$0.00</td><td>\$0.00</td><td>\$214.34</td><td>-\$340.65</td></tr><tr><td></td><td></td><td></td><td></td><td>*****</td><td></td><td></td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td></td><td></td><td></td><td></td><td>*****</td><td></td><td></td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td></td><td></td><td></td><td></td><td>*****</td><td></td><td></td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr></table>	Utility	Service Period	Usage	Total Invoice	Rebate	Correct rate	Tax rate	Energy Charge	MSF	Tax	Total Invoice	Variance	Toledo Edison	1/28/2019-1/27/2019	5975.00	\$554.8900	*****	0.025588	\$0.0000	\$214.34	\$0.00	\$0.00	\$214.34	-\$340.65					*****			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					*****			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					*****			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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P.O. Box 421289
Houston, TX 77242

Welcome to the Verde Energy Family

>002116 00839 020 P51121



Toledo, OH 43614

1/11/2019

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

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

Start Earning Money Today!

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

Use your refer-a-friend ID [REDACTED]



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.





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: 00261022

Account Name: [REDACTED]

Type:

Status: Pending Reply

Preferred Contact Method: No Preference

Owner: Christina Cassady

Account in Question: Verde Energy USA
Ohio LLC

Account Holder:

Priority: Standard

Service Type: Residential

CASE DATES:

Date Opened: 03-26-2019

Case Age in Business Days: 30

Date Closed:

Contact Information

Contact: [REDACTED]

Preferred Contact Method: No Preference

Phone: [REDACTED]

Mobile:

Preferred Contact Time:

Email: [REDACTED]

Service Address Information

Service Account Number: [REDACTED]

Service Address Street: [REDACTED]

Service Address City: Cincinnati

Service Address Country: United States

Service Address County: Hamilton

Service Address State: Ohio

Service Address Zip:

Service Address Phone:

Industry Information

AIQ Industry: Electric

AIQ Sub-Industry: Competitive Retail Electric Service
Provider

AIQ Sub-Sub-Industry:

Non-Jurisdictional Case: ☐

Territory Account: 001t0000008OFY3AAO

General Code: Billing -- Electric

Specific Code: Billing Inquiry

Additional Information

PUCO ID: 345478

Case Formal Complaint Specialist Approved:

Docketing Case Number:

Legacy Case ID:

Case Formal Complaint Supervisor Approved:

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Case Comments

Created Date	Comment
3/26/2019 1:07:51 PM	Caller stated that she has a 2 month bill from Duke for the amount of \$649. Then she stated that if she pays late then she has to pay \$749 which would be the amount with late fee. Caller was complaining that she could not afford to pay the high rates. After talking with her for several moments, she was able to say that she had Verde as a supplier. Tried to get her to understand to look at bill and give me billing and rate info but she does not seem to comprehend as there appears to be a language barrier and reading comprehension issue. She wants Verde removed from bill. Advised we do not have billing or account info here at the PUCO. Advised we can contact Verde to see how the account was enrolled and inquire about rates. Advised of timeline for investigation. Gave case #. ICB.
4/9/2019 9:55:57 AM	<p>Reviewed October 3, 2017 sales call which included the TPV. Both the gas and electric offers were for fixed rates for 12 months. There was also an offer of two \$75 rebate checks. Mrs. [REDACTED] didn't seem to have any problem understanding the sales person or offers. The customer was put through the TPV four times as she kept missing prompts and at one point responded "No" when asked if she was over the age of 18. At this point, the sales person stopped the TPV and Mrs. [REDACTED] apologized, stating she is 44 and that all of the calls makes her confused but to "move on, I want to talk to you."</p> <p>Mrs. [REDACTED] responded "Yes" when asked if she understands that the following the fixed rate periods for both the electric and natural gas the rate going forward would be variable based on market conditions, etc. Enrollments can be cancelled at any time without penalty. Mrs. [REDACTED] responded "Yes" when asked if she understands that her local utility will mail her confirmation of the enrollment and that she can rescind within seven days of the date of the notice.</p> <p>After the TPV was completed, the sales agent came back on the line and advised Mrs. [REDACTED] of the Duke rescission notice and told her she didn't need to respond to it, that she can just enjoy the savings with Verde.</p>
4/9/2019 10:51:37 AM	Verde is working on cost analysis for a refund of December 2018 through March 2019 rates. Pending for cost analysis response from Verde.

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: Tara Jones
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: 3/26/2019 4:23:31 PM

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00261022

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45213

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

***Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3

business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)***

DESCRIPTION OF ISSUE:

Good afternoon.

According to this customer, she has not authorized any enrollments of her Duke account with Verde Energy. She states she now has a bill of almost \$700 with Duke because of the charges billed by Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0GHidY:ref

Email Created Date: 3/29/2019 6:23:33 PM

Email Text Version:

Good afternoon,

Attached is the TPV recording for PUCO Complaint No.00261022. As such, Verde will provide a final response by the end of business on 4/8/2019.

Thank you,

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

Sent: Tuesday, March 26, 2019 3:26 PM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [

ref:_00Dt0GzXt._500t0GHidY: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: 00261022

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45213

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon.

According to this customer, she has not authorized any enrollments of her Duke account with Verde Energy. She states she now has a bill of almost \$700 with Duke because of the charges billed by Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)

www.PUCO.ohio.gov<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C8858f799456c4446774808d6b495286e%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636894950061450432&sdata=CG00g3VXsYNYwt7HA5EbtOe%2BHbcHA%2Fhz%2Bv0TtW%2Bd64%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=018t0000004MxXD>]

ref:_00Dt0GzXt._500t0GHidY:ref

Email Created Date: 4/8/2019 7:48:27 PM

Email Text Version:

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00261022.

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 10/3/2017, [REDACTED] [REDACTED] authorized her electric and gas accounts to Verde via Tristine Carrillo an outbound telemarketer associated with Transparent BPO. Ms. [REDACTED] enrolled the electric account onto Verde's 100% Green plan, which includes the fixed rate of \$0.0699 cents for 12 months, with a \$0 Monthly Service Fee ("MSF") as well as a \$0 Early Termination Fee ("ETF") for the first 12 billing cycles and then would auto renew to a month to month variable rate plan. She enrolled the gas account onto Verde's 100% Green plan, which includes the fixed rate of \$0.4999 cents/CCF, with a \$0 MSF and a \$0 ETF for the first 12 billing cycles and then would auto renew to a month to month variable rate plan. (Sales Call and TPV Attached)
- On 10/24/2017, both accounts became active.
- On 12/26/2018, both accounts auto renewed to month to month variable rate plans.
- On 2/28/2019, Verde received an inbound cancellation transaction from the utility for both accounts with a date of 3/26/2019.
- On 3/26/2019, Verde received PUCO Complaint No. 00261022.
- o Both accounts were terminated.

Outcome:

We'd like to confirm that Ms. [REDACTED] authorized her electric and gas accounts to Verde via an outbound telemarketer associated with Transparent BPO on 10/3/2017 with no objections. For this reason, the enrollment to Verde is valid; however because Verde did not properly notify Ms. [REDACTED] that her account would auto renew to a monthly variable rate plans, Verde will perform a cost analysis and forward to you once completed for the service periods from 12/26/2018-3/25/2019. If a refund is due, Ms. [REDACTED] will be refunded accordingly.

In regards to the Welcome Letter, we are still attempting to locate this document and will provide once received.

Lastly, Ms. [REDACTED] electric and gas account both terminated on 3/26/2019; which were solely determined 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 26, 2019 3:26 PM
To: Regulatory
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY: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: 00261022
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Cincinnati, Ohio 45213
SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213
AIQ: Verde Energy USA Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon.

According to this customer, she has not authorized any enrollments of her Duke account with Verde Energy. She states she now has a bill of almost \$700 with Duke because of the charges billed by Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cd650391dfc174d09d98c08d6bc7c748a%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636903640920272434&sdata=U3m21ErGQy6AYqZbYzvlo%2FmvBR63bnw%2FuHH1cklMtJs%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%7Cd650391dfc174d09d98c08d6bc7c748a%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636903640920272434&sdata=U3m21ErGQy6AYqZbYzvlo%2FmvBR63bnw%2FuHH1cklMtJs%3D&reserved=0)

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[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004MxXD]

ref:_00Dt0GzXt._500t0GHidY:ref

Email Created Date: 4/9/2019 11:20:48 AM

Email Text Version:

Good morning,

Attached are the Verde Welcome Letters for Ms. [REDACTED] electric and gas accounts.

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

Sent: Tuesday, March 26, 2019 3:26 PM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [

ref:_00Dt0GzXt._500t0GHidY:ref]

[https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt0000000GzXt]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00261022

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45213

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Case Number: 00261022

Good afternoon.

According to this customer, she has not authorized any enrollments of her Duke account with Verde Energy. She states she now has a bill of almost \$700 with Duke because of the charges billed by Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
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1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C126264135e9a4e34102008d6bcfeb8b1%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636904200421044103&sdata=UEQtNqGRqQX20tZt6c01Qylx8cFtGBnNliilZHGzPgW%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%7C126264135e9a4e34102008d6bcfeb8b1%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636904200421044103&sdata=UEQtNqGRqQX20tZt6c01Qylx8cFtGBnNliilZHGzPgW%3D&reserved=0)

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[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004MxXD]

ref:_00Dt0GzXt._500t0GHidY:ref

Email Created Date: 4/24/2019 2:40:15 PM

Email Text Version:

Good afternoon.

Before the PUCO can close its investigation into this consumer's complaint, Verde Energy will need to provide the amount of the rerate to be issued to this customer as well as the manner in which the resulting refund will be made.

Please forward this information if available or provide an estimated date that the rerate will be completed.

Thank you.

Sincerely,

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

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

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

From: Customer Concerns [customerconcerns@sparkenergy.com]
Sent: 4/8/2019 7:46 PM
To: contactthepuco@puco.ohio.gov
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00261022.

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

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

Investigative Results:

· On 10/3/2017, [REDACTED] [REDACTED] authorized her electric and gas accounts to Verde via Tristine Carrillo an outbound telemarketer associated with Transparent BPO. Ms. [REDACTED] enrolled the electric account onto Verde's 100% Green plan, which includes the fixed rate of \$0.0699 cents for 12 months, with a \$0 Monthly Service Fee ("MSF") as well as a \$0 Early Termination Fee ("ETF") for the first 12 billing cycles and then would auto renew to a month to month variable rate plan. She enrolled the gas account onto Verde's 100% Green plan, which includes the fixed rate of \$0.4999 cents/CCF, with a \$0 MSF and a \$0 ETF for the first 12 billing cycles and then would auto renew to a month to month variable rate plan.(Sales Call and TPV Attached)

· On 10/24/2017, both accounts became active.

· On 12/26/2018, both accounts auto renewed to month to month variable rate plans.

· On 2/28/2019, Verde received an inbound cancellation transaction from the utility for both accounts with a date of 3/26/2019.

· On 3/26/2019, Verde received PUCO Complaint No. 00261022.

o Both accounts were terminated.

Outcome:

We'd like to confirm that Ms. [REDACTED] authorized her electric and gas accounts to Verde via an outbound telemarketer associated with Transparent BPO on 10/3/201 with no objections. For this reason, the enrollment to Verde is valid; however because Verde did not properly notify Ms. [REDACTED] that her account would auto renew to a monthly variable rate plans, Verde will perform a cost analysis and forward to you once completed for the service periods from 12/26/2018-3/25/2019. If a refund is due, Ms. [REDACTED] will be refunded accordingly.

In regards to the Welcome Letter, we are still attempting to locate this document and will provided once received.

Lastly, Ms. [REDACTED] electric and gas account both terminated on 3/26/2019; which were solely determined 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

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

lbourgeois@verdeenergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 26, 2019 3:26 PM
To: Regulatory
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00261022

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45213

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon.

According to this customer, she has not authorized any enrollments of her Duke account with Verde Energy. She states she now has a bill of almost \$700 with Duke because of the charges billed by Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0GHidY:ref

Email Created Date: 4/30/2019 12:15:48 PM

Email Text Version:

Good Afternoon Ms. Cassady,

Please allow me to express my gratitude while you allow me to resolve this matter.

I reviewed the account and it seems that cost analysis is pending. Please advised that in an effort not to further delay the customer's resolution we are inquiring if you are able to provide the utility's rate for electric and gas for the dates between 12/26/2018-3/25/2019 since they are not readily available on the website? Once this information is received, we will expedite the request.

Kind Regards,

Edwin Quinonez

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Wednesday, April 24, 2019 1:40 PM

To: Customer Concerns <customerconcerns@sparkenergy.com>

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Good afternoon.

Before the PUCO can close its investigation into this consumer's complaint, Verde Energy will need to provide the amount of the rerate to be issued to this customer as well as the manner in which the resulting refund will be made.

Please forward this information if available or provide an estimated date that the rerate will be completed.

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cf5f519af0e0](https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cf5f519af0e0)

044c306c208d6cd871761%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636922377447078901&sdata=mQX3wp6vD7CuvXCO2oG6b1X%2BAfkMSfiieZvde7HBynQ%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.

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/8/2019 7:46 PM

To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [

ref:_00Dt0GzXt._500t0GHidY:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00261022.

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

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

Investigative Results:

- On 10/3/2017, [REDACTED] [REDACTED] authorized her electric and gas accounts to Verde via Tristine Carrillo an outbound telemarketer associated with Transparent BPO. Ms. [REDACTED] enrolled the electric account onto Verde's 100% Green plan, which includes the fixed rate of \$0.0699 cents for 12 months, with a \$0 Monthly Service Fee ("MSF") as well as a \$0 Early Termination Fee ("ETF") for the first 12 billing cycles and then would auto renew to a month to month variable rate plan. She enrolled the gas account onto Verde's 100% Green plan, which includes the fixed rate of \$0.4999 cents/CCF, with a \$0 MSF and a \$0 ETF for the first 12 billing cycles and then would auto renew to a month to month variable rate plan.(Sales Call and TPV Attached)
- On 10/24/2017, both accounts became active.
- On 12/26/2018, both accounts auto renewed to month to month variable rate plans.

- On 2/28/2019, Verde received an inbound cancellation transaction from the utility for both accounts with a date of 3/26/2019.

- On 3/26/2019, Verde received PUCO Complaint No. 00261022.

- o Both accounts were terminated.

Outcome:

We'd like to confirm that Ms. [REDACTED] authorized her electric and gas accounts to Verde via an outbound telemarketer associated with Transparent BPO on 10/3/201 with no objections. For this reason, the enrollment to Verde is valid; however because Verde did not properly notify Ms. [REDACTED] that her account would auto renew to a monthly variable rate plans, Verde will perform a cost analysis and forward to you once completed for the service periods from 12/26/2018-3/25/2019. If a refund is due, Ms. [REDACTED] will be refunded accordingly.

In regards to the Welcome Letter, we are still attempting to locate this document and will provided once received.

Lastly, Ms. [REDACTED] electric and gas account both terminated on 3/26/2019; which were solely determined 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]

Sent: Tuesday, March 26, 2019 3:26 PM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [

ref:_00Dt0GzXt._500t0GHidY: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: 00261022

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45213

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon.

According to this customer, she has not authorized any enrollments of her Duke account with Verde Energy. She states she now has a bill of almost \$700 with Duke because of the charges billed by Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7Cf5f519af0e0044c306c208d6cd871761%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636922377447088926&sdata=zGeDar0mggf4JMH%2BkGcHJDTXJAPHbr6HdIYpJFEI6uU%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%7Cf5f519af0e0044c306c208d6cd871761%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636922377447088926&sdata=zGeDar0mggf4JMH%2BkGcHJDTXJAPHbr6HdIYpJFEI6uU%3D&reserved=0)

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[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004MxXD>]

ref:_00Dt0GzXt._500t0GHidY:ref

[<http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004NcJq>]

Email Created Date: 5/1/2019 2:24:07 PM

Email Text Version:

Good afternoon Mr. Quinonez.

My apologies, I was out of the office when this came in on April 30, 2019.

Let me get that information together and I will forward it do you, hopefully by the afternoon of May 2, 2019.

Sincerely,

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

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

From: Customer Concerns [customerconcerns@sparkenergy.com]
Sent: 4/30/2019 12:15 PM
To: contactthepuco@puco.ohio.gov
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Good Afternoon Ms. Cassady,

Please allow me to express my gratitude while you allow me to resolve this matter.

I reviewed the account and it seems that cost analysis is pending. Please advised that in an effort not to further delay the customer's resolution we are inquiring if you are able to provide the utility's rate for electric and gas for the dates between 12/26/2018-3/25/2019 since they are not readily available on the website? Once this information is received, we will expedite the request.

Kind Regards,

Edwin Quinonez

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, April 24, 2019 1:40 PM

To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Good afternoon.

Before the PUCO can close its investigation into this consumer's complaint, Verde Energy will need to provide the amount of the rerate to be issued to this customer as well as the manner in which the resulting refund will be made.

Please forward this information if available or provide an estimated date that the rerate will be completed.

Thank you.

Sincerely,

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

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

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

From: Customer Concerns [customerconcerns@sparkenergy.com]
Sent: 4/8/2019 7:46 PM
To: contactthepuco@puco.ohio.gov
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00261022.

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

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

Investigative Results:

- On 10/3/2017, [REDACTED] [REDACTED] authorized her electric and gas accounts to Verde via Tristine Carrillo an outbound telemarketer associated with Transparent BPO. Ms. [REDACTED] enrolled the electric account onto Verde's 100% Green plan, which includes the fixed rate of \$0.0699 cents for 12 months, with a \$0 Monthly Service Fee ("MSF") as well as a \$0 Early Termination Fee ("ETF") for the first 12 billing cycles and then would auto renew to a month to month variable rate plan. She enrolled the gas account onto Verde's 100% Green plan, which includes the fixed rate of \$0.4999 cents/CCF, with a \$0 MSF and a \$0 ETF for the first 12 billing cycles and then would auto renew to a month to month variable rate plan.(Sales Call and TPV Attached)
- On 10/24/2017, both accounts became active.
- On 12/26/2018, both accounts auto renewed to month to month variable rate plans.
- On 2/28/2019, Verde received an inbound cancellation transaction from the utility for both accounts with a date of 3/26/2019.
- On 3/26/2019, Verde received PUCO Complaint No. 00261022.
- o Both accounts were terminated.

Outcome:

We'd like to confirm that Ms. [REDACTED] authorized her electric and gas accounts to Verde via an outbound telemarketer associated with Transparent BPO on 10/3/201 with no objections. For this reason, the enrollment to Verde is valid; however because Verde did not properly notify Ms. [REDACTED] that her account would auto renew to a monthly variable rate plans, Verde will perform a cost analysis and forward to you once completed for the service periods from 12/26/2018-3/25/2019. If a refund is due, Ms. [REDACTED] will be refunded accordingly.

In regards to the Welcome Letter, we are still attempting to locate this document and will provided once received.

Lastly, Ms. [REDACTED] electric and gas account both terminated on 3/26/2019; which were solely determined 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

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

lbourgeois@verdeenergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 26, 2019 3:26 PM
To: Regulatory
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00261022

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45213

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon.

According to this customer, she has not authorized any enrollments of her Duke account with Verde Energy. She states she now has a bill of almost \$700 with Duke because of the charges billed by Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply

6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0GHidY:ref

Email Created Date: 5/6/2019 11:24:26 AM

Email Text Version:

Good Afternoon Ms. Cassady,

We are following up with you in regards to Case No. 00261022.

I reviewed the account and it seems that cost analysis is still pending. Please be advised that it is Verde's sole intention to resolve all customer's concerns amicably. In an effort not to further delay the customer's resolution we're asking the PUCO to kindly provide the utility's rate from

12/26/2018-3/25/2019 since they are not readily available on the website? Once this information is received, we will expedite the request.

Kind Regards,

Edwin Quinonez

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

Edwin Quinonez | Regulatory Specialist

12140 Wickchester Ln, Ste 100 | Houston, TX 77079

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

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Wednesday, May 01, 2019 1:24 PM

To: Customer Concerns <customerconcerns@sparkenergy.com>

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref: _00Dt0GzXt._500t0GHidY:ref]

Good afternoon Mr. Quinonez.

My apologies, I was out of the office when this came in on April 30, 2019.

Let me get that information together and I will forward it do you, hopefully by the afternoon of May 2, 2019.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C62db5468e)<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C62db5468e>>

aa14cc39bf508d6d236e9db%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636927530632300451&sdata=1xheQtYcuMvo0UkSBkMCshFD72Q3niYj6zn3h5qnBFg%3D&reserved=0>

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/30/2019 12:15 PM

To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Good Afternoon Ms. Cassady,

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Edwin Quinonez

From: PUCO Consumer Call Center

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

Sent: Wednesday, April 24, 2019 1:40 PM

To: Customer Concerns

<customerconcerns@sparkenergy.com<mailto:customerconcerns@sparkenergy.com>>

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Good afternoon.

Before the PUCO can close its investigation into this consumer's complaint, Verde Energy will need to provide the amount of the rerate to be issued to this customer as well as the manner in which the resulting refund will be made.

Please forward this information if available or provide an estimated date that the rerate will be completed.

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

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(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%7C62db5468eaa14cc39bf508d6d236e9db%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636927530632320477&sdata=CWJg44PFkGqaAB4iSLLQVUQGOLF%2FTvWkO%2FhAyyUJWdE%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%7C62db5468eaa14cc39bf508d6d236e9db%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636927530632320477&sdata=CWJg44PFkGqaAB4iSLLQVUQGOLF%2FTvWkO%2FhAyyUJWdE%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.

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/8/2019 7:46 PM

To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

To Whom This May Concern:

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

Investigative Results:

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- On 3/26/2019, Verde received PUCO Complaint No. 00261022.

o Both accounts were terminated.

Outcome:

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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: Tuesday, March 26, 2019 3:26 PM

To: Regulatory

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY: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: 00261022

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45213

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon.

According to this customer, she has not authorized any enrollments of her Duke account with Verde Energy. She states she now has a bill of almost \$700 with Duke because of the charges billed by Verde Energy.

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)

www.PUCO.ohio.gov<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.puco.ohio.gov%2F&data=02%7C01%7CContactThePUCO%40puco.ohio.gov%7C62db5468eaa14cc39bf508d6d236e9db%7C50f8fcc494d84f0784eb36ed57c7c8a2%7C0%7C0%7C636927530632330474&sdata=KR7O8H0ZyqVGCYtW6%2Fd53ttW6cs4SzQmxIL0m8cGTr0%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=018t0000004MxXD]

ref:_00Dt0GzXt._500t0GHidY:ref

[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004NcJq]

[http://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t0000004NmWY]

Email Created Date: 5/6/2019 12:13:39 PM

Email Text Version:

Initial Submission of a Consumer Complaint

Please Respond Within 10 Business Days

CASE ID: 00261022

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45213

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon.

The PUCO is currently investigating a billing dispute involving this customer and Verde Energy. Verde Energy is offering to rerate the customer's billed CRES charges back to the Duke Price to Compare in effect from 12/26/2018-3/25/2019 but does not have access to this information.

Please provide the Price to Compare electric generation rate for this customer's account from December 26, 2019 to March 25, 2019.

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref: _00Dt0GzXt._500t0GHidY:ref

Email Created Date: 5/6/2019 12:19:52 PM

Email Text Version:

Good afternoon Mr. Quinonez.

My apologies but I've had to contact Duke for the information. Once I have received the information from Duke I will forward it to your attention.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 5/6/2019 11:24 AM

To: contactthepuco@puco.ohio.gov

Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Good Afternoon Ms. Cassady,

We are following up with you in regards to Case No. 00261022.

I reviewed the account and it seems that cost analysis is still pending. Please be advised that it is Verde's sole intention to resolve all customer's concerns amicably. In an effort not to further delay the customer's resolution we're asking the PUCO to kindly provide the utility's rate from 12/26/2018-3/25/2019 since they are not readily available on the website? Once this information is received, we will expedite the request.

Kind Regards,

Edwin Quinonez

Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@verdeenergy.com

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If

you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, May 01, 2019 1:24 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Good afternoon Mr. Quinonez.

My apologies, I was out of the office when this came in on April 30, 2019.

Let me get that information together and I will forward it do you, hopefully by the afternoon of May 2, 2019.

Sincerely,

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

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

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

From: Customer Concerns [customerconcerns@sparkenergy.com]
Sent: 4/30/2019 12:15 PM
To: contactthepuco@puco.ohio.gov
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Good Afternoon Ms. Cassady,

Please allow me to express my gratitude while you allow me to resolve this matter.

I reviewed the account and it seems that cost analysis is pending. Please advised that in an effort not to further delay the customer's resolution we are inquiring if you are able to provide the utility's rate for electric and gas for the dates between 12/26/2018-3/25/2019 since they are not readily available on the website? Once this information is received, we will expedite the request.

Kind Regards,

Edwin Quinonez

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, April 24, 2019 1:40 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: RE: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Good afternoon.

Before the PUCO can close its investigation into this consumer's complaint, Verde Energy will need to provide the amount of the rerate to be issued to this customer as well as the manner in which the resulting refund will be made.

Please forward this information if available or provide an estimated date that the rerate will be completed.

Thank you.

Sincerely,

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

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

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

From: Customer Concerns [customerconcerns@sparkenergy.com]

Sent: 4/8/2019 7:46 PM

To: contactthepuco@puco.ohio.gov

Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [

ref:_00Dt0GzXt._500t0GHidY:ref]

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00261022.

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

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

Investigative Results:

- On 10/3/2017, [REDACTED] [REDACTED] authorized her electric and gas accounts to Verde via Tristine Carrillo an outbound telemarketer associated with Transparent BPO. Ms. [REDACTED] enrolled the electric account onto Verde's 100% Green plan, which includes the fixed rate of \$0.0699 cents for 12 months, with a \$0 Monthly Service Fee ("MSF") as well as a \$0 Early Termination Fee ("ETF") for the first 12 billing cycles and then would auto renew to a month to month variable rate plan. She enrolled the gas account onto Verde's 100% Green plan, which includes the fixed rate of \$0.4999 cents/CCF, with a \$0 MSF and a \$0 ETF for the first 12 billing cycles and then would auto renew to a month to month variable rate plan.(Sales Call and TPV Attached)
- On 10/24/2017, both accounts became active.
- On 12/26/2018, both accounts auto renewed to month to month variable rate plans.

- On 2/28/2019, Verde received an inbound cancellation transaction from the utility for both accounts with a date of 3/26/2019.

- On 3/26/2019, Verde received PUCO Complaint No. 00261022.

- o Both accounts were terminated.

Outcome:

We'd like to confirm that Ms. [REDACTED] authorized her electric and gas accounts to Verde via an outbound telemarketer associated with Transparent BPO on 10/3/201 with no objections. For this reason, the enrollment to Verde is valid; however because Verde did not properly notify Ms. [REDACTED] that her account would auto renew to a monthly variable rate plans, Verde will perform a cost analysis and forward to you once completed for the service periods from 12/26/2018-3/25/2019. If a refund is due, Ms. [REDACTED] will be refunded accordingly.

In regards to the Welcome Letter, we are still attempting to locate this document and will provided once received.

Lastly, Ms. [REDACTED] electric and gas account both terminated on 3/26/2019; which were solely determined 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

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

lbourgeois@verdeenergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 26, 2019 3:26 PM

To: Regulatory
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261022 [ref:_00Dt0GzXt._500t0GHidY:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00261022

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45213

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45213

AIQ: Verde Energy USA Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ:

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

DESCRIPTION OF ISSUE:

Good afternoon.

According to this customer, she has not authorized any enrollments of her Duke account with Verde Energy. She states she now has a bill of almost \$700 with Duke because of the charges billed by Verde Energy.

Case Number: 00261022

Please review this issue and advise if Verde Energy has any record of an enrollment for this customer and/or service address. If so, please advise:

1. When, how, and by whom the enrollment was completed.
2. What the service start date was as provided by the EDU.
3. If notification to drop the enrollment has been received from the consumer or the EDU.

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

1. The Third Party Verification recording
2. The sales script or recorded sales call
3. The signed agreement for service
4. The Welcome Letter
5. The terms and conditions of supply
6. The supplier transfer letter (if applicable).

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0GHidY:ref

Case Images

Created Date	Images
3/29/2019 6:23:34 PM	
4/8/2019 7:48:28 PM	
4/24/2019 2:40:15 PM	
4/30/2019 12:15:50 PM	
5/1/2019 2:24:07 PM	
5/6/2019 11:24:28 AM	
5/6/2019 12:19:52 PM	

To Whom This May Concern:

This is Verde Energy USA ("Verde") response to PUCO Complaint No. 00261022.

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

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

Investigative Results:

- On 10/3/2017, [REDACTED] [REDACTED] authorized her electric and gas accounts to Verde via Tristine Carrillo an outbound telemarketer associated with Transparent BPO. Ms. [REDACTED] enrolled the electric account onto Verde's 100% Green plan, which includes the fixed rate of \$0.0699 cents for 12 months, with a \$0 Monthly Service Fee ("MSF") as well as a \$0 Early Termination Fee ("ETF") for the first 12 billing cycles and then would auto renew to a month to month variable rate plan. She enrolled the gas account onto Verde's 100% Green plan, which includes the fixed rate of \$0.4999 cents/CCF, with a \$0 MSF and a \$0 ETF for the first 12 billing cycles and then would auto renew to a month to month variable rate plan. *(Sales Call and TPV Attached)*
- On 10/24/2017, both accounts became active.
- On 12/26/2018, both accounts auto renewed to month to month variable rate plans.
- On 2/28/2019, Verde received an inbound cancellation transaction from the utility for both accounts with a date of 3/26/2019.
- On 3/26/2019, Verde received PUCO Complaint No. 00261022.
 - Both accounts were terminated.

Outcome:

We'd like to confirm that Ms. [REDACTED] authorized her electric and gas accounts to Verde via an outbound telemarketer associated with Transparent BPO on 10/3/2017 with no objections. For this reason, the enrollment to Verde is valid; however because Verde did not properly notify Ms. [REDACTED] that her account would auto renew to a monthly variable rate plans, Verde will perform a cost analysis and forward to you once completed for the service periods from 12/26/2018-3/25/2019. If a refund is due, Ms. [REDACTED] will be refunded accordingly.

In regards to the Welcome Letter, we are still attempting to locate this document and will provided once received.

Lastly, Ms. [REDACTED] electric and gas account both terminated on 3/26/2019; which were solely determined by the utility and not Verde.

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

Kindest Regards,

Louise



October 10, 2017

██████████ ██████████

████████████████████

Cincinnati, OH 45213-2316

Dear Fahrije ██████████

Thank you for selecting Verde Energy USA for the supply portion of your electric service. We look forward to providing you with 100% renewable energy at a very competitive rate and immediate cash-back savings! Your local utility company will continue to fully service your account and you will continue to receive one monthly bill which will include Verde's **100% Green** electric supply rate. We are processing your enrollment with your local utility. You should start to receive Verde's **100% Green** 12-month fixed supply rate after your next 1 to 2 monthly bills depending on your meter reading date.

Enclosed are the following materials:

- A copy of your Terms and Conditions of Service
- A copy of your Renewable Energy Certificate which details Verde's 100% renewable energy offer
- A copy of the standard electric generation disclosure label (this is for the standard electricity supply in OH and does not reflect the 100% Renewable Energy Certificates incorporated in Verde's offer)
- A copy of the \$100 cash-back savings form. Please follow the instructions on the form carefully in order to receive your Cash Back Savings.
- Learn about Verde Energy's Refer A Friend program where you can earn \$50/referral, visit our website or download our app for more details!

Energy Savings Solutions: In addition to receiving our **100% Green** energy rate and \$100 in Cash Back Savings, you can learn how to save even money on your monthly utility bills by taking advantage of the free Energy Savings Solutions feature on our website 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

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BLANK.**

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”), which includes an agreement to ARBITRATION for any and all disputes between Customer and Verde:

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 Duke Energy Corporation at 800-544-6900.

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 1-800-388-3862 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. 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.

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. **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, and lifetime limit of three cash-back savings offers per account per household. 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:** 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 101 Merritt Seven Corporate Park, Second Floor, Norwalk, CT 06851 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 101 Merritt Seven Corporate Park, Second Floor, Norwalk, CT 06851. 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., 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.

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The logo for Verde Energy USA, featuring the company name in a sans-serif font with a green swoosh underline.

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

STEP 1

Top coupon should
be mailed in after
1st month to
receive your first
\$50!

Mail this coupon after your **1st month** of active Verde Energy service.

Customer Name: _____

Mailing Address: _____

Email: _____

Phone: _____ Verde ID: _____

Mail completed form and **copy of utility bill** to: (Do not mail this form to your utility company)

Verde Energy Cash-Back Savings
101 Merritt Seven — 2nd Floor
Norwalk, CT 06851

OFFICE USE ONLY

STATUS: _____ DATE RCVD: _____

\$100 CASH-BACK SAVINGS FORM

Please follow these directions carefully to avoid delay in processing. Top coupon should be mailed in after 1st month to receive your first \$50 check, and bottom coupon should be mailed in after 6th month to receive your final \$50 check.

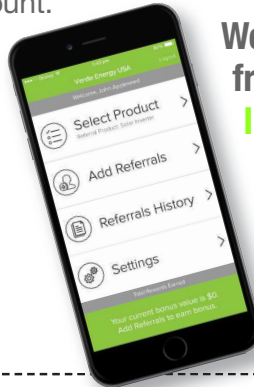
verdeenergyusa

- ☒ Attach a copy of your utility bill **showing Verde Energy USA as your electric supplier.**
- ☒ Must be an **active customer with Verde** in order to be eligible for the Cash-Back Savings.
- ☒ Must redeem forms within the first 12 months of being a Verde customer.
- ☒ Limit one \$100 Cash-Back Savings per account. (For multiple accounts, please make a copy of this form or download this form from www.VerdeEnergy.com.) **Kindly allow 4 – 6 weeks for processing.**
- ☒ Cash-Back check payable to name on account.

Refer A Friend

Get \$50!

Go to verdeenergy.com/raf
click on the **Refer A Friend** button
and send referrals to as many friends as you like. We will
pay you **\$50 for every referral** that becomes a customer!



We've made referring your
friends and family even easier!

**Introducing the Verde
Refer A Friend App!**

Now all you need is to
download the Verde App!

We will pay you **\$50 for every
referral** that becomes a customer!



STEP 2

Bottom coupon
should be mailed
in after **6th month**
to receive your 2nd
\$50!

Mail this coupon after your **6th month** of active Verde Energy service.

Customer Name: _____

Mailing Address: _____

Email: _____

Phone: _____ Verde ID: _____

Mail completed form and **copy of utility bill** to: (Do not mail this form to your utility company)

Verde Energy Cash-Back Savings
101 Merritt Seven — 2nd Floor
Norwalk, CT 06851

OFFICE USE ONLY

STATUS: _____ DATE RCVD: _____

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915

October 10, 2017

██████████
██████████
██████████
Cincinnati, OH 45213-2316

Dear ██████████ ██████████

Thank you for selecting Verde Energy USA Ohio, LLC for the supply portion of your natural gas service. We look forward to providing you with a very competitive rate and fast cash-back savings. Your local utility company will continue to fully service your account and you will continue to receive one monthly bill which will include Verde's natural gas supply charge. We are processing your enrollment with your local utility. Your 12-month fixed supply rate will go into effect *when your utility completes your enrollment with Verde* which should be within the next two billing cycles.

Enclosed are the following materials:

- Our Terms and Conditions of Service
- The **\$50 cash-back savings** form for your natural gas service. Please follow the instructions on the form carefully in order to receive your cash-back savings.
- Learn about Verde Energy's Refer A Friend program where you can earn \$50/referral, visit our website or download our app for more details!

Energy Savings Solutions: In addition to receiving our natural gas service and **\$50 cash-back savings**, you can learn how to save money on your monthly utility bills by taking advantage of the free Energy Savings Solutions feature on our website 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

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Terms and Conditions of Service

Verde Energy USA Ohio, LLC, OH License 13-334G(2), with a business address of 101 Merritt Seven Corporate Park, Second Floor, Norwalk, CT 06851 (“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 twelve (12) billing cycles Verde will supply natural gas to Customer at the fixed Supply Rate of \$0.499000 per ccf. After the first twelve (12) billing cycles, Verde will supply natural gas to Customer at a 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.

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.

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 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, 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. **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, and lifetime limit of three cash-back savings offers per account per household. 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:** 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 101 Merritt Seven Corporate Park, Second Floor, Norwalk, CT 06851 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 101 Merritt Seven Corporate Park, Second Floor, Norwalk, CT 06851. Customer should include Customer's printed name, mailing address, and the words "Reject Arbitration."

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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., 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 natural gas 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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**STEP
1**

Top coupon should
be mailed in after
1st month to
receive your first
\$25!

Mail this coupon after your **1st month** of active Verde Energy service.

Customer Name: _____

Mailing Address: _____

Email: _____

Phone: _____ Verde ID: _____

Mail completed form and copy of your **GAS bill** to: (Do not mail this form to your utility company)

Verde Energy Cash-Back Savings
101 Merritt Seven — 2nd Floor
Norwalk, CT 06851

OFFICE USE ONLY

STATUS: _____ DATE RCVD: _____

\$50 GAS CASH-BACK SAVINGS FORM

FOR NEW VERDE ENERGY USA GAS CUSTOMERS

Please follow these directions carefully to avoid delay in processing. Top coupon should be mailed in after 1st month to receive your first \$25 check, and bottom coupon should be mailed in after 6th month to receive your final \$25 check.

verdeenergyusa

- ☒ Attach a copy of your utility bill **showing Verde Energy USA as your GAS supplier.**
- ☒ Must be an **active customer with Verde** in order to be eligible for the Cash-Back Savings.
- ☒ Must redeem form within the first 6 months of being a Verde customer.
- ☒ Limit one GAS Cash-Back Savings per account. For multiple GAS accounts, please copy this form.
- ☒ Cash-Back Savings check payable to name on the account.

Kindly allow 4 – 6 weeks for processing.

**STEP
2**

Bottom coupon
should be mailed
in after **6th month**
to receive your 2nd
\$25!

Mail this coupon after your **6th month** of active Verde Energy service.

Customer Name: _____

Mailing Address: _____

Email: _____

Phone: _____ Verde ID: _____

Mail completed form and copy of your **GAS bill** to: (Do not mail this form to your utility company)

Verde Energy Cash-Back Savings
101 Merritt Seven — 2nd Floor
Norwalk, CT 06851

OFFICE USE ONLY

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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/1/2019 2:55:20 PM

in

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

Summary: Exhibit Exhibit 7 - Part 32 on behalf of The Office of The Ohio Consumers' Counsel electronically filed by Mrs. Tracy J Greene on behalf of O'Brien, Angela D