



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

June 6, 2022

Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus OH 43215

RE: *In the Matter of the Commission's Investigation into XOOM Energy Ohio, LLC's Compliance with the Ohio Administrative Code and Potential Remedial Actions for Non-Compliance, Case No. 22-267-GE-COI.*

Dear Docketing Division:

Enclosed please find the Staff Report to be filed in Case No. 22-267-GE-COI, In the Matter of the Commission's Investigation into XOOM Energy Ohio, LLC's Compliance with the Ohio Administrative Code and Potential Remedial Actions for Non-Compliance

Barbara Bossart

Barbara Bossart
Chief, Reliability and Service Analysis Division
Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio

I. Introduction

The Public Utilities Commission of Ohio's (PUCO or Commission) Service Monitoring and Enforcement Department (Staff), which operates the Commission's Call Center (Call Center) and the Reliability and Service Analysis Division (RSAD), monitors service quality and compliance with Commission rules.

On March 29, 2021, the Call Center received a complaint from a consumer disputing an enrollment submitted to the utility by XOOM Energy Ohio, LLC (XOOM).¹ After investigating the enrollment, Staff found that the IP address location associated with the internet enrollment was from Pakistan and the email domain associated with the enrollment was @hi0007.33mail.com. The email address did not match the customer's email address and the customer's location was not in Pakistan. These concerns were brought to the attention of XOOM. In response, XOOM stated "in checking with our IT department, they advised that an IP address location can be changed to specify any location by the use of a VPN. As a follow up to our response, the independent representative has not responded to our channel partner's inquiry. As such the independent representative has been de-activated and cannot market on behalf of XOOM Energy."²

Based on this consumer complaint and XOOM's response, and customer contacts³ to the call center related to XOOM, Staff determined that an expanded investigation into XOOM's solicitation and enrollment practices was necessary. Staff sent XOOM a data request, requesting that XOOM audit all enrollments that were completed by this independent representative, and that XOOM check all IP addresses for these enrollments. At the conclusion of the audit, Staff asked XOOM to provide the results of the audit and the actions that were taken to mitigate any noncompliance issues.

After reviewing the results of XOOM's audit and additional customer contacts, on June 21, 2021, Staff sent a notice of probable non-compliance (Notice) to XOOM.⁴ Since the issuance of the Notice, Staff and XOOM have engaged in numerous discussions related to the Notice and the proposed corrective action. However, Staff and XOOM have not been able to fully agree on a corrective action plan as identified in the Notice.

On April 18, 2022, Staff issued a letter to the Commission requesting a Commission Ordered investigation (COI) be opened to review XOOM's compliance with Commission rules and laws, pursuant to Ohio Adm.Code 4901:1-23-05(A) and 4901:1-34-06(A), as outlined in the letter.⁵

Pursuant to the Commission's May 20, 2022 Entry, this Staff Report explains Staff's investigation and findings regarding the Company's compliance with Ohio's laws, rules, and Commission Orders.

¹ PUCO Case No. 00676546, attached as part of Exhibit 1: Case History Reports.

² See PUCO Case No. 00676546.

³ "Customer contacts" is a term used by Staff to mean all phone calls, emails, and communications submitted via the Commission's website received by the Commission's Call Center. Customer contacts are not necessarily complaints.

⁴ June 21, 2021 Notice of Probable Noncompliance, attached as Exhibit 2.

⁵ Staff Letter (April 18, 2022).

II. Overview of Company

XOOM was formed on March 24, 2011. NRG Energy, Inc. is XOOM's ultimate parent company. As disclosed by XOOM in its most recent application to renew its CRES certificate, several of XOOM's affiliates have been the subject of recent compliance actions in Ohio and other jurisdictions.⁶ XOOM has been certified⁷ in the state of Ohio as a competitive retail electric service (CRES) provider and a competitive retail natural gas service (CRNGS) provider since 2013 and 2011, respectively. Therefore, pursuant to R.C. 4928.16 and 4929.24, XOOM is subject to the jurisdiction of this Commission. Accordingly, XOOM must comply with the Commission's minimum CRES standards set forth in Ohio Adm.Code 4901:1-21 and the Commission's minimum CRNGS standards set forth in Ohio Adm.Code 4901:1-29.

III. Staff's Investigation and Analysis

For purposes of this investigation, Staff reviewed the Company's marketing, sales, and enrollment practices from December 1, 2020 to May 31, 2021. In this timeframe, the Call Center received 25 customer contacts relating to XOOM's provision of CRES and CRNGS. Staff reviewed these customer contacts and investigations to determine XOOM's compliance with the Commission's rules and orders. Staff also sent XOOM data requests for additional information related their solicitation and enrollment practices.⁸ XOOM's responses to the data requests included: enrollment information, audit results, marketing standards, training processes, and quality assurance standards used in customer enrollment and contract administration. Additional documentation reviewed by Staff included: consumer statements about telemarketing solicitations, XOOM's responses to customer complaints, and enrollment confirmation documents.

Findings

Deceptive and Misleading Practices

XOOM's channel partner, ACN, Inc., solicited Ohio consumers by telephone. XOOM's representatives did not follow the telephonic enrollment rules contained in Ohio Adm.Code 4901:1-21-06(D)(2) and 4901:1-29-06(E) when enrolling customers. Instead, the representatives obtained sufficient information from consumers to enroll the customer online through XOOM's website, giving the appearance that the consumer is the one that completed the enrollment. In several cases, the consumer was unaware that they were being enrolled to receive supply service from XOOM.

XOOM claims to not solicit Ohio consumers through telemarketing or door-to-door solicitation methods. Through a previous presentation to Staff and reiterated in many of XOOM's responses to consumer complaints, XOOM markets CRES and CRNGS in Ohio through what is called "warm marketing."

⁶ Renewal Application at 24. Case No. 13-1453-EL-CRS (May 20, 2021).

⁷ See XOOM's certificate cases: Case No. 13-1453-EL-CRS and Case No. 11-4795-GA-CRS. XOOM's CRES certificate renewal application was suspended by Entry on June 17, 2021, and XOOM's CRNGS certificate renewal application was suspended by Entry on December 22, 2021.

⁸ Staff data requests sent to XOOM on April 19, 2021, May 7, 2021, and February 3, 2022.

“XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals.”⁹

Initially, based on the response to PUCO case number 00676546, this issue appeared to be an isolated incident involving one sales representative. Staff request that XOOM audit all enrollments related to the independent representative that was identified in the complaint response, provide any actions XOOM has taken as a result of the audit, and provide Staff with the results of the audit.

Further review of customer contacts to the Call Center led Staff to believe that the issue was much greater than one independent representative. Staff found another case¹⁰ in which Boston, Massachusetts was the location of the IP address associated with the enrollment. In this particular case, XOOM informed Staff that the enrollment was verified by an Equifax eIDVerify process. The consumer informed Staff that she had not been to Boston, Massachusetts. She stated that she completed an online enrollment for another supplier from her home in Cleveland. She later received a call from a lady who said that she was her “energy consultant” following up on her enrollment. The caller told the consumer that she worked for “energy choice.” Later the consumer discovered that she was enrolled with XOOM. When asked about the eIDVerify questions, the consumer stated that she did not remember the representative asking the specific questions XOOM claimed were asked, but the representative could have asked her about a previous address or about a car loan she had years ago. The consumer was able to rescind the enrollments prior to being switched.

On April 30, 2021, XOOM reached out to Staff to report that it discovered a larger issue. XOOM’s channel partner, ACN, Inc. had representatives located in a call center in Pakistan telemarketing customers in violation of the XOOM’s policies and practices. This call center enrolled 1,142 accounts. One such customer contacted the PUCO call center on March 19, 2021¹¹ disputing their enrollment with XOOM. In the response to that particular investigation, on March 23, 2021, XOOM stated:

“Mr. Kazin enrolled with XOOM Energy on March 5, 2021 through XOOM Energy’s website, for both his electric and natural gas services. At the time of the enrollments, Mr. Kazin signed up for XOOM Energy’s SureLock 12 product, a fixed price plan for a duration of 12 months, for both the electric and natural gas services. As these were on-line enrollments there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order (see attached).

⁹ PUCO Case No. 00662507, attached as part of Exhibit 1: Case History Reports.

¹⁰ PUCO Case No. 00653600, attached as part of Exhibit 1: Case History Reports.

¹¹ PUCO Case No. 00674156, attached as part of Exhibit 1: Case History Reports.

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event. It is important to note the phone number (513-265-1555) to which the welcome call was placed matches the phone number provided on the complaint filed with the Ohio State Public Service Commission, indicating the customer received the welcome call.”

XOOM’s response went on to say that the independent representative associated with the enrollment is Sukhpal Rai and training was completed on March 2, 2021.

It became obvious to Staff that XOOM’s channel partner, ACN, Inc. was soliciting and enrolling customers in violation of Ohio Adm.Code 4901:1-21-06(D)(2) and 4901:1-29-06(E). This was not an instance of a rogue agent or even a rogue Pakistani call center. After Staff requested additional information related to the audit results, such as IP address locations for the enrollments and proof of customer consent, XOOM’s responses lead to more questions and concerns. For instance:

- The number of impacted customers changed multiple times.
- When Staff requested confirmation of customer consent after XOOM claimed to have reached out to 22 specific customers, the company decided to drop the customers.
- Staff questioned a number of enrollments that did not have an IP address associated with the enrollment, which was odd because XOOM claimed that customers could only enroll with XOOM via the internet. Each time Staff questioned this, XOOM provided a different response.
- XOOM argues that an IP address is not a good indicator of a customer’s actual location. XOOM’s IT Staff has provided different information related to this.
- XOOM has asserted the possibility of consumers’ use of a virtual private network (VPN) multiple times. However, Staff has questioned who is more likely to use a VPN, a retired woman in Cleveland or a sales representative marketing on behalf of a company who resides in Hyattsville, Maryland.¹²

Additionally, while negotiations were ongoing, Staff continued to receive complaints from customers stating that their accounts were switched without authorization¹³. In fact, XOOM “self-reported” an incident where one of their Independent Business Operators (IBO) slammed customers. XOOM contends that the incident was discovered based on their daily alerts and newly implemented procedures to monitor compliance in response to Staff’s investigation. The slamming of consumers is a serious concern for Staff. This situation is exacerbated by the fact that XOOM previously informed Staff that one of their corrective action implementations (eIDVerify) would prevent instances like this from happening. Staff believes this indicates that the corrective actions implemented by XOOM remained ineffective at preventing slamming and enrollment issues.

¹² PUCO Case No. 00653600, attached as part of Exhibit 1: Case History Reports.

¹³ PUCO Case Nos. 00746548, 00746099

As stated above, XOOM and Staff, over many months, engaged in discussions to resolve the issues raised in the Notice. Based on Staff's knowledge of XOOM's marketing methods, consumer complaints, audit results, and XOOM's responses to data requests, Staff does not believe it is in the best interest of Ohio consumers or the competitive market to accept XOOM's position that a particular group of customers were properly enrolled in compliance with the Ohio Administrative Code and therefore should remain enrolled with XOOM or XOOM to continue operating in Ohio.

Staff is not comfortable accepting XOOM's theory of consumer's enrolling online while using of a VPN as an explanation for the large number of XOOM's internet enrollments that has IP addresses located outside of Ohio. Investigations have shown that consumers have contacted the Commission to identify the improper enrollment even without any harm to them, as they had already rescinded the enrollment and/or the rate was actually comparable to other rates including the default service.

Enrollment rules are in place for a reason. A third-party verification (TPV) is required when a sales agent is providing customers information verbally. This is to ensure that a customer is aware of the terms and conditions of the contract they are agreeing to and that the customer consents to the terms of the agreement. For an internet enrollment, a consumer presumably researching what is best for them and making the informed decision to enroll into a contract without the influence of a sales representative that benefits from the customer's enrollment. It is not the customer who contacts the utility to enroll it service with a CRES or CRNGS provider. It is the CRES/CRNGS provider that receives the consent from the customer and then sends an enrollment request to the utility. The utility sends notice to the customer within one business day of receiving the enrollment request. For a customer to not remember that it went to the XOOM website and enrolled just a few days prior raises concerns for Staff. The consent from the customer must be verifiable. In this case, based on XOOM's history and information uncovered via XOOM's audit, Staff believes that certain customers - those enrollments whose IP address locations were not in Ohio - were not properly enrolled.

These enrollments do not comply with the Ohio Adm.Code requirements for telephonic enrollments (e.g. recording of the solicitation call and completion of a third-party verification). Consumer complaints also suggest that misleading and/or deceptive sales practices were used to obtain consumers' information and enroll them without their consent.

Enrollment/Third Party Verification

XOOM does not have any third-party verification for these enrollments.

IV. Findings of Violations

As a result of Staff's Investigation, Staff recommends that the Commission find that the following violations of the Ohio Adm.Code occurred:

1. Ohio Adm.Code 4901:1-21-06(C) states, in part, "CRES providers are prohibited from enrolling potential customers without their consent and proof of that consent as delineated in paragraph (D)".
2. Ohio Adm.Code 4901:1-21-06(D)(2)(a) states, "To enroll a residential or small commercial customer telephonically, a CRES provider shall make a date and time stamped audio recording verify before the completion of the telephone call, at a minimum, all of the following * * *."

3. Ohio Adm.Code 4901:1-21-06(D)(3)(a) states “Where enrollment occurs by internet, prior consent shall be obtained by encrypted customer input on a provider’s internet web site.”
4. Ohio Adm.Code 4901:1-29-06(B) states, in part, “A retail natural gas supplier and governmental aggregator is prohibited from enrolling potential customers without consent and proof of that consent as delineated in paragraphs (C), (D), and (E) of this rule.”
5. Ohio Adm.Code 4901:1-29-06(E)(1) states, “To enroll a customer telephonically, a retail natural gas supplier or governmental aggregator, shall make a date and time stamped audio recording of the sales portion of the call, if the customer is enrolled, and before the completion of the enrollment process, a date and time stamped audio recording by an independent third-party verifier that verifies, at a minimum, the following * * *.”
6. Ohio Adm.Code 4901:1-29-06(F)(1) states “Where enrollment occurs by internet, prior consent shall be obtained by encrypted customer input on a retail natural gas supplier’s or governmental aggregator’s internet website.”

V. Conclusion and Recommendations

Based on the Staff’s investigation and findings, Staff believes that the evidence shows that XOOM is in violation of the above-cited provisions, engaged in anticompetitive acts by misleading customers into enrolling with the XOOM failed to comply with the Commission’s laws and rules designed to protect Ohio consumers, and/or has otherwise engaged in fraudulent, misleading, deceptive, unconscionable, or unfair acts or practices.

Therefore, Staff recommends that the Commission:

1. Find that XOOM violated the provisions identified above.
2. Order XOOM to complete an audit of all independent representatives of their channel partner ACN, Inc. from December 1, 2020 to date of staff report filing. The audit should include, at a minimum, the review of all the IP addresses associated with the enrollments.
3. For all enrollments that include an IP address outside of Ohio, order XOOM to return these customers to the utilities’ default service.
4. Order XOOM to rerate all of these customers based on the utilities’ default service rate associated with the time of enrollment.
5. Order XOOM to notify all customers that if they were billed an early termination fee from their former supplier, XOOM will credit or refund this fee.
6. If the customer cannot return to its previous CRES and/or CRNGS provider and the previous rate is lower than the contracted rate, order XOOM to credit or refund the value of the contract.
7. Prior to sending the letter to customers, provide Staff with the letter for its review.
8. Order XOOM to pay a forfeiture of one hundred twenty thousand (\$120,000) for the above-mentioned failures to comply with the requirements found in the Ohio Administrative Code.
9. In addition to the items stated above, the Commission should rescind, conditionally rescind, or suspend XOOM’s CRES and CRNGS certificates for the violations identified above, as authorized under R.C. 4928.08(D), R.C. 4929.20(C)(1), Ohio Adm.Code 4901:1-24-13 and Ohio Adm.Code 4901:1-27-13.

Exhibit 1



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00649518	Owner: Lee Garry
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 12-03-2020	Date Closed: 12-03-2020
Case Age in Business Days: 2	

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: Solon	Service Address Zip:
Service Address Country: United States	Service Address Phone:

Industry Information

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

Additional Information

PUCO ID: 343097	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

Case Images

Created Date	Images
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Case Detail

Case Number: 00649986	Owner: Samantha Boerstler
Account Name: XOOM Energy Ohio LLC	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Commercial

CASE DATES:

Date Opened: 12-07-2020	Date Closed: 12-08-2020
Case Age in Business Days: 4	

Contact Information

Contact: Matthew Sandrock	Preferred Contact Method: No Preference
Phone: 7042741450	Preferred Contact Time:
Mobile:	Email: msandrock@xoomenergy.com

Service Address Information

Service Account Number:	Service Address County: Out of State
Service Address Street: 11208 Statesville Road. Suite 200	Service Address State: North Carolina
Service Address City: Huntersville	Service Address Zip:
Service Address Country: United States	Service Address Phone: 7042741450

Industry Information

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

Additional Information

PUCO ID: 343097	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:

email sent advising changes would be published at 5am the next day

Case Comments

Created Date	Comment
12/7/2020 7:34:08 AM	Description: Good morning. I currently update the monthly supplier rates for XOOM Energy. Could someone tell me how long it takes the rates to update on the rate board after I make the monthly changes ? Matt Sandrock
12/8/2020 3:19:13 PM	Resolution Comments: email sent advising changes would be published at 5am the next day

Web Information

Web Name: Matthew Sandrock
Web Home Phone: (704) 641-2933
Web Email: msandrock@xoomenergy.com
Web Company:
Web Zip Code:

Web Account in Question:
Web US Dot #:

System Information

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

Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Email Created Date: 12/7/2020 7:34:10 AM

Email HTML Version:



Dear Matthew Sandrock:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO).
Your case number is 00649986.

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/PUCOOhio>

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

ref:_00Dt0GzXt._500t0ceKCV:ref

Email Text Version:

Dear Matthew Sandrock:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Your case number is
00649986.

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

Sincerely,

PUCO Call Center

Case Number: 00649986

(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._500t0ceKCV:ref

Email Created Date: 12/8/2020 3:14:42 PM

Email HTML Version:

Good Afternoon,

All rate changes are published to the energy choice website at 5am the following business day.

Thank you,

Samantha Boerstler

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

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

Sent: 12/7/2020 7:34 AM

To: msandroch@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - Your Case #00649986



Dear Matthew Sandrock:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO).
Your case number is 00649986.

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/PUCOOhio>

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

ref:_00Dt0GzXt._500t0ceKCV:ref

Email Text Version:

Good Afternoon,

All rate changes are published to the energy choice website at 5am the following business day.

Thank you,

Samantha Boerstler

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

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

Sent: 12/7/2020 7:34 AM

To: msandrock@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - Your Case #00649986

Dear Matthew Sandrock:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Your case number is 00649986.

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/PUCOOhio>

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

ref:_00Dt0GzXt._500t0ceKCV:ref

Case Images

Created Date	Images
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Commissioners

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

Case Detail

Case Number: 00653000	Owner: Michael Coady
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 12-18-2020	Date Closed: 12-28-2020
Case Age in Business Days: 12	

Contact Information

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

Service Address Information

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

Industry Information

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

Additional Information

PUCO ID: 343097	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Called the customer to close. Reached voice mail. Left message advising that I had reviewed the Xoom enrollment and that it appeared to be valid. Explained that the sales person who talked to her about it was named James Battle. Explained that the enrollment occurred on 11/17/17 for electric and gas. Explained that the electric rate was for a 4 month promotional rate which then turned variable and that the gas was for a two month promotional rate which also then turned variable. Explained that variable means that it can go anywhere and that, in this case, it went higher. Advised that her cancellation was received by Xoom and that her last bill with Xoom as her supplier would be the one she gets after the first part of January. Explained that her bills should show a decrease after that. Advised that I would close the investigation at this time. Invited a call back with any questions about this matter or any future utility concerns. Left hotline number and case ID.

Case Comments

Created Date	Comment
12/18/2020 12:57:28 PM	In closing case 00648882, discussed Xoom charges with the customer. She said that she did a TPV but for a fixed rate. Advised that I would open an investigation, provided case ID and explained time frame.
12/28/2020 8:11:52 AM	Reviewed Xoom response
12/28/2020 3:09:56 PM	Called the customer to close. Reached voice mail. Left message advising that I had reviewed the Xoom enrollment and that it appeared to be valid. Explained that the sales person who talked to her about it was named James Battle. Explained that the enrollment occurred on 11/17/17 for electric and gas. Explained that the electric rate was for a 4 month promotional rate which then turned variable and that the gas was for a two month promotional rate which also then turned variable. Explained that variable means that it can go anywhere and that, in this case, it went higher. Advised that her cancellation was received by Xoom and that her last bill with Xoom as her supplier would be the one she gets after the first part of January. Explained that her bills should show a decrease after that. Advised that I would close the investigation at this time. Invited a call back with any questions about this matter or any future utility concerns. Left hotline number and case ID.

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 Coady
Tasks Correspondence Review: 0
Tasks Correspondence Review:0

Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Email Created Date: 12/18/2020 2:31:21 PM

Email HTML Version:



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

CASE ID: 00653000

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cincinnati, Ohio 45229

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45229

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

This customer contacted the PUCO for assistance in resolving a billing dispute she has with the company. She says that she is being billed a changing high rate every month for her electric and gas supply. She says

that when she enrolled, it was for a fixed price.

1. What was the method of enrollment?

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

3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-21-11(G) and/or O.A.C. 4901:1-29-10(F).

Sincerely,

Michael Coady

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

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ref:_00Dt0GzXt._500t0dKxp9:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Electric

Case Number: 00653000

4

Please Respond Within 3 Business Days

CASE ID: 00653000

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cincinnati, Ohio 45229

SERVICE ADDRESS: [REDACTED], Cincinnati, Ohio 45229

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Sincerely,

Michael Coady

Public Utilities Commission of Ohio

Case Number: 00653000

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Created Date: 12/22/2020 4:59:58 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio, LLC's response to the above referenced complaint.

Please do not hesitate to contact us (consumeraffairs@xoomenergy.com) if you require any additional information or with any questions you may have.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET



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From: Michael Coady [<mailto:contactthepuco@puc.state.oh.us>]

Sent: Friday, December 18, 2020 2:31 PM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653000 [ref:_00DtOGzXt._500t0dKxp9:ref]

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

CASE ID: 00653000

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cincinnati, Ohio 45229

SERVICE ADDRESS: [REDACTED], Cincinnati, Ohio 45229

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

NIQ:

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DESCRIPTION OF ISSUE:

This customer contacted the PUCO for assistance in resolving a billing dispute she has with the company. She says that she is being billed a changing high rate every month for her electric and gas supply. She says that when she enrolled, it was for a fixed price.

1. What was the method of enrollment?
2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any opt-out notices, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms and conditions of the enrollment.
3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to

the customer per O.A.C. 4901:1-21-11(G) and/or O.A.C. 4901:1-29-10(F).

Sincerely,

Michael Coady

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

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Email Text Version:

Good Afternoon,

Attached please find XOOM Energy Ohio, LLC's response to the above referenced complaint.

Please do not hesitate to contact us (consumeraffairs@xoomenergy.com) if you require any additional information or with any questions you may have.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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From: Michael Coady [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, December 18, 2020 2:31 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653000 [ref: _00Dt0GzXt._500t0dKxp9:ref]

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

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

CASE ID: 00653000
COMPANY:

Case Number: 00653000

CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Cincinnati, Ohio 45229
SERVICE ADDRESS: [REDACTED], Cincinnati, Ohio 45229
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
ALTERNATIVE PHONE NUMBER:
NIQ:

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Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
(800) 686-PUCO (7826)

www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!eIrwL8plbuE3MiAbIDSMqINpGVBhyD9jVQSjxbjNgi-kzIF4o1V9JoyTvoAZP18cfCufH_Ix\$>

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[https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000BQ6xN&from=ext]

ref: _00Dt0GzXt._500t0dKxp9:ref

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Case Images

Created Date	Images
12/22/2020 5:00:00 PM	 
12/22/2020 5:00:00 PM	
12/22/2020 5:00:00 PM	
12/22/2020 5:00:00 PM	
12/22/2020 5:00:00 PM	



Admin Options

Return to Main Menu

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20171
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 11/17/2017 6:46:08 PM
Enrollment Confirmed Yes - 11/17/2017 6:46:08 PM
IP Submitted

Sales Agent Information

Sales Agent ID 03390136
Accreditation Number

Account Information

Account Number
Meter Number
Customer Name Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DUKE-GAS
Rate Code DUKGRIF00200469000000001
Rate Price \$0.46900

Payment Information

Payment Needed No
Payment Type PPL Custom
Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address
Service Address 2
Service City Cincinnati
Service State OH
Service Zip 45229
Service Zip 4 3134
Service County Hamilton

Billing Information

Company Name

First Name [Redacted]
Last Name [Redacted]
Phone Number [Redacted]
Email Address [Redacted]
Language Preference: E
Tax Exempt: No
Your city or town of birth?

Billing Address [Redacted]
Billing Address 2
Billing City Cincinnati
Billing State OH
Billing Zip 45229

eID Information

Fraud Alert Required Reason Passed No
Transaction ID
Transaction ID 2
Transaction ID 3

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

Deposit Information

Amount Owed
Credit Checked No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions No

Business Information

Business Name
Other
Business Address
Business City
Business State
Business Zip

Affirmation Statements

Date Recorded	Statement
11/17/2017 6:45:51 PM	I understand that with a variable rate plan, my rate will fluctuate with market prices and will be adjusted accordingly.
11/17/2017 6:45:51 PM	I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.
11/17/2017 6:45:51 PM	Please send my ACN Independent Business Owner a copy of my confirmation email for their records.
11/17/2017 6:46:15 PM	I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio LLC ("XOOM Energy") and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
11/17/2017 6:46:15 PM	I am the utility account holder or a person that has legal authorization on this account.
11/17/2017 6:46:15 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form rather than paper form I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care
11/17/2017	I understand that by switching my service to XOOM Energy, my utility company will

6:46:15 PM continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past





Admin Options

[Return to Main Menu](#)

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20171 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 11/17/2017 6:47:53 PM
Enrollment Confirmed Yes - 11/17/2017 6:47:53 PM
IP Submitted [REDACTED]

Sales Agent Information

Sales Agent ID 03390136
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DUKE
Rate Code CGEERIZ00400059900000001
Rate Price \$0.05990

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2
Service City Cincinnati
Service State OH
Service Zip 45229
Service Zip 4 3134
Service County Hamilton

Billing Information

Company Name**First Name****Last Name****Phone****Number****Email****Address****Language****Preference:** E**Tax****Exempt:** No**Your city or town of birth?****Billing Address****Billing Address****2****Billing City**

Cincinnati

Billing State

OH

Billing Zip

45229

eID Information**Fraud Alert** No**Required** No**Reason****Passed** No**Transaction ID****Transaction ID 2****Transaction ID 3****Transaction ID 3****Deposit Information****Amount Owed****Credit Checked** No**Equifax Transaction ID****Experian Transaction ID****Experian No Hit Transaction ID****Adverse Actions** No**Adverse Actions****Adverse Actions****Previous Information****Previous Address****Previous Address****2****Previous City****Previous State****Previous Zip****Previous Zip****Affirmation Statements**

Date Recorded	Statement
11/17/2017 6:47:35 PM	I understand that with a variable rate plan, my rate will fluctuate with market prices and will be adjusted accordingly.
11/17/2017 6 47 35 PM	I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.
11/17/2017 6:47:35 PM	Please send my ACN Independent Business Owner a copy of my confirmation email for their records.
11/17/2017 6 47 59 PM	I understand that through my authorization of enrollment I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies
11/17/2017 6:47:59 PM	I am the account holder or a person that has legal authorization on this account
11/17/2017 6:47:59 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the

Administration

number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care

11/17/2017
6:47:59 PM

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.

11/17/2017
6:47:59 PM

I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.





11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

December 22, 2020

Mr. Michael Coady
Ohio State Public Service Commission
Via email: www.PUCO.ohio.gov

RE: Case No. 00653000 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on November 17, 2017 through XOOM Energy’s website. At the time of the enrollment, [REDACTED] signed up for XOOM Energy’s SimpleFlex product, a variable rate plan, for both her electric, and natural gas account. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is James Battle, and training was completed on April 20, 2016.

[REDACTED] variable rate product included a promotional rate for a duration of 4 billing periods for her electric account and 2 billing periods for her natural gas account. After the promotional rate ended, [REDACTED] electric and natural gas account received the standard variable rate for the market as set by XOOM Energy each month. The below statement is outlined in [REDACTED] terms and conditions:

Electric:

**During the enrollment process, you selected our variable rate product which includes a promotional rate on your first 4 bill(s). This promotional rate is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional rate. Your promotional rate will be applied during your first 4 bill cycle(s). After your first 4 bill cycle(s), you will receive our standard variable rate for your market. Your rate going forward will be the prevailing variable rate set by XOOM each month.*

Gas:

**During the enrollment process, you selected our variable rate product which includes a promotional rate on your first 2 bill(s). This promotional rate is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional rate. Your promotional rate will be applied during your first 2 bill cycle(s). After your first 2 bill cycle(s), you will receive our standard variable rate for your market. Your rate going forward will be the prevailing variable rate set by XOOM each month.*



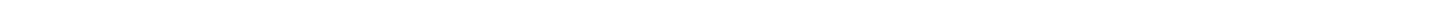
11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

On December 4, 2020, XOOM Energy received a drop transaction for [REDACTED] electric and natural gas account from the local utility. The local utility provided a return to standard offer service date of January 3rd, 2021 for the electric account and January 4th 2021 for the natural gas account.

Since, [REDACTED] was on a variable rate plan at the time of cancellation, there are no early termination fees associated with the cancellation of the electric and natural gas accounts.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC





Ohio Contract Summary

Gas Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	Variable
Supply Price	<p>Your rate for natural gas purchases will be a variable rate, per Ccf, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.</p>
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy (Natural Gas) service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue on a month-to-month basis until terminated by you or XOOM.
Cancellation/Early Termination Fees	N/A

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SIMPLEFLEX TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SimpleFlex plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue on a month-to-month basis as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a variable rate, per Ccf, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate. If XOOM wishes to lower the price per Ccf or Mcf charged to you under your existing contract due to a change in market conditions, XOOM may do so without your consent provided there are no other changes to the terms and conditions to your contract.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local



utility's sales service.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your local utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing nor plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven) p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven) p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY toll free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov.

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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Duke Energy (Natural Gas) at 800.634.4300. IN THE EVENT YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL UTILITY.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute

DUKGRIF0020046900000001



authorization for the release of this information to XOOM.

Miscellaneous: You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure: XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Ohio Contract Summary

Electricity Supplier Information	<i>XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</i>
Supply Price and Price Structure	<i>Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.</i>
Statement Regarding Savings	<i>The supply price may not always provide a savings.</i>
Deposit	<i>No deposit required in Duke Energy (Electricity) service territory.</i>
Contract Term and Expiration Date	<i>The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue on a month-to-month basis until terminated by you or XOOM.</i>
Cancellation/Early Termination Fees	<i>N/A</i>

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SIMPLEFLEX TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SimpleFlex plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue on a month-to-month basis as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for energy purchases will be a variable rate, per kilowatt hour, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.

Participation in PIPP and Credit Arrearage Programs: Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically



terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Credit, Payment and Collection: You will receive a single monthly bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay monthly the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven) p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven) p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio ("PUCO") for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems or complaints, you should contact your local utility by calling: Duke Energy (Electricity) at 800.543.5599. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections



necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous: Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00653003	Owner: Michael Coady
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 12-18-2020	Date Closed: 12-28-2020
Case Age in Business Days: 12	

Contact Information

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

Service Address Information

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

Industry Information

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

Additional Information

PUCO ID: 343097	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Called the customer to close. Reached voice mail. Left message advising that I had reviewed the Xoom enrollment and that it appeared to be valid. Explained that the sales person who talked to her about it was named James Battle. Explained that the enrollment occurred on 11/17/17 for electric and gas. Explained that the electric rate was for a 4 month promotional rate which then turned variable and that the gas was for a two month promotional rate which also then turned variable. Explained that variable means that it can go anywhere and that, in this case, it went higher. Advised that her cancellation was received by Xoom and that her last bill with Xoom as her supplier would be the one she gets after the first part of January. Explained that her bills should show a decrease after that. Advised that I would close the investigation at this time. Invited a call back with any questions about this matter or any future utility concerns. Left hotline number and case ID.

Case Comments

Created Date	Comment
12/18/2020 1:04:40 PM	In closing case 00648882, discussed Xoom charges with the customer. She said that she did a TPV but for a fixed rate. Advised that I would open an investigation, provided case ID and explained time frame.
12/18/2020 2:26:45 PM	See case 00653000
12/28/2020 3:10:55 PM	Called the customer to close. Reached voice mail. Left message advising that I had reviewed the Xoom enrollment and that it appeared to be valid. Explained that the sales person who talked to her about it was named James Battle. Explained that the enrollment occurred on 11/17/17 for electric and gas. Explained that the electric rate was for a 4 month promotional rate which then turned variable and that the gas was for a two month promotional rate which also then turned variable. Explained that variable means that it can go anywhere and that, in this case, it went higher. Advised that her cancellation was received by Xoom and that her last bill with Xoom as her supplier would be the one she gets after the first part of January. Explained that her bills should show a decrease after that. Advised that I would close the investigation at this time. Invited a call back with any questions about this matter or any future utility concerns. Left hotline number and case ID.

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 Coady
Tasks Correspondence Review: 0
Tasks Correspondence Review:0

Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Case Images

Created Date	Images
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Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00653600	Owner: Maureen Harbolt
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 12-22-2020	Date Closed: 01-07-2021
Case Age in Business Days: 20	

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:
AIQ Sub-Industry: Competitive Retail Electric Service Provider	General Code: Marketing -- Electric
AIQ Sub-Sub-Industry:	Specific Code: Misleading Information / Materials
Non-Jurisdictional Case: <input type="checkbox"/>	

Additional Information

PUCO ID: 343097	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Called customer to close, reviewed co response advising the account was enrolled online so there would be no TPV, and that the original point of contact was in July. Advised they do warm marketing, and not outbound calling. Advised customer it may have been a different co, but that the enrollment was rescinded and she will not begin service and will not be charged any fees. The customer thanked.
ICB

Case Comments

Created Date	Comment
12/22/2020 12:48:24 PM	<p>sales caller says she was calling to "finish the enrollment" she told caller that she worked for energy choice. Caller had previously chosen Brighton Energy. caller states she was misled by the sales rep to make her think she was with Brighton and was just calling to finish the recent enrollment. She enrolled the gas and electric accounts with xoom but she does not want that. caller did not remember which supplier she had enrolled with until she was in front of her computer and could check. Then saw it was not Xoom.</p> <p>provided # to call back and cancel advised we would open inv to address the sales call.</p> <p>says the name on the bills is [REDACTED] but she recently legally changed her name and has not reported that to the utility companies.</p> <p>explained time frames. referred her to xoom to cancel.</p>

<p>12/29/2020 4:50:27 PM</p>	<p>co response:</p> <p>██████ enrolled with XOOM Energy on December 22, 2020 through XOOM Energy's website. At the time of the enrollment, ██████ signed up for XOOM Energy's SureLock 12 product, a Fixed rate plan at \$0.0499 cents per kWh for her electric account and \$2.45for her natural gas account. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order.</p> <p>XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Juan Velasquez, and training was completed on July 21, 2020.</p> <p>During enrollment, ██████ was presented with, completed, and passed eIDVerify. XOOM Energy contracts for these services with Equifax, a leader in their industry and whose services are used by many in the mortgage and/or finance industry. Customers that go through the eID verification process are asked specific questions about their financial past that only they would know. The Equifax transaction ID associated with ██████ enrollment is 1109 ██████ for her electric account and 11090 ██████ for her natural gas account.</p> <p>On December 22, 2020, ██████ contacted XOOM Energy's Customer Care Department regarding the account. Per XOOM Energy's verification process, the Care agent asked ██████ the security question on the account. ██████ was able to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. ██████ contacted XOOM Energy to cancel her account. The Care agent honored ██████ request and processed the transfer back to the local utility for both her electric and natural gas accounts. ██████ accounts will not provision with XOOM Energy.</p> <p>Since, ██████ was within her rescission period at the time of the cancellations, there are no early termination fees associated with the cancellation of the electric and natural gas accounts.</p>
<p>1/7/2021 10:49:19 AM</p>	<p>Resolution Comments: Called customer to close, reviewed co response advising the account was enrolled online so there would be no TPV, and that the original point of contact was in July. Advised they do warm marketing, and not outbound calling. Advised customer it may have been a different co, but that the enrollment was rescinded and she will not begin service and will not be charged any fees. The customer thanked.</p> <p>ICB</p>

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: Lee Garry	Last Modified by: Bhasker Kondaveeti
# Tasks Correspondence Review: 0	Next Activity Date:
# Tasks Correspondence Review:0	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 12/22/2020 2:40:49 PM

Email HTML Version:



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

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio
44121

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with our company. The customer states she was misled in believing XOOM as a different supplier.

Please review the account and advise:

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

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

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

Sincerely,

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._500t0dppqc:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas & Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44121

Case Number: 00653600

SERVICE ADDRESS: [REDACTED] Cleveland, Ohio 44121

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. The customer states she was misled in believing XOOM was a different supplier.

Please review the account and advise:

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

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

Sincerely,

Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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._500t0dppqc:ref

Email Created Date: 12/28/2020 8:19:26 AM

Email HTML Version:



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

Please Respond Within 3 Days

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio
44121

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

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 12/22/2020. Please review the customer's concerns and respond within three business days.

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.

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

From: Maureen Harbolt [contactthepuco@puc.state.oh.us]

Sent: 12/22/2020 2:47 PM

To: consumeraffairs@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]



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

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio
44121

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. The customer states she was misled in believing XOOM was a different supplier.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which vendor.
3. If the enrollment was for a fixed, variable, or variable with an

introductory rate product.

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

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

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

Sincerely,

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._500t0dppqc:ref

Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Second Request for Information

Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio 44121

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

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 12/22/2020. Please review the customer's concerns and respond within three business days.

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.

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

From: Maureen Harbolt [contactthepuco@puc.state.oh.us]

Sent: 12/22/2020 2:47 PM

To: consumeraffairs@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas & Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio 44121

Case Number: 00653600

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. The customer states she was misled in believing XOOM was a different supplier.

Please review the account and advise:

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

The sales script and/or sales call used to market this customer.

The signed agreement for service.
The Terms and Conditions of Service.
The signed Acknowledgement form.
The Welcome Letter mailed to the customer.
The Third Party Verification recording for this enrollment.
The contract expiration notices mailed to the customer.

Sincerely,

Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0dppqc:ref

Email Created Date: 12/28/2020 6:48:28 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET



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From: Maureen Harbolt [mailto:contactthepuco@puc.state.oh.us]

Sent: Monday, December 28, 2020 8:19 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]



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

Please Respond Within 3 Days

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio
44121

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

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 12/22/2020. Please review the customer's concerns and respond within three business days.

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: Maureen Harbolt [contactthepuco@puc.state.oh.us]

Sent: 12/22/2020 2:47 PM

To: consumeraffairs@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]



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

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio 44121

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. The customer states she was misled in believing XOOM was a different supplier.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which

vendor.

3. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
4. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
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Please also provide copies of all enrollment materials to include (as applicable):

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

Sincerely,

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._500t0dppqc:ref

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Email Text Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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From: Maureen Harbolt [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, December 28, 2020 8:19 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]

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

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

Please Respond Within 3 Days

CASE ID: 00653600
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Cleveland, Ohio 44121
SERVICE ADDRESS: [REDACTED], Cleveland, Ohio 44121
AIQ: XOOM Energy 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 12/22/2020. Please review the customer's concerns and respond within three business days.

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://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!fz6n0nS2nTZp-GpVEI-OGMePMdWaZqYDOMoecRLV0dayMyl4-LsLmaq3PISTIo-z59Y6TmLZ\$>

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

From: Maureen Harbolt [contactthepuco@puc.state.oh.us]
Sent: 12/22/2020 2:47 PM
To: consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]

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

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

CASE ID: 00653600
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Cleveland, Ohio 44121
SERVICE ADDRESS: [REDACTED], Cleveland, Ohio 44121
AIQ: XOOM Energy 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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)***

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. The customer states she was misled in believing XOOM was a different supplier.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which vendor.
3. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
4. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
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7. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

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

Sincerely,

Maureen Harbolt
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-
zY!fz6n0nS2nTZp-GpVEI-OGMePMdWaZqYDOMoecRLV0dayMyl4-LsLmaq3PISTIo-z59Y6TmLZ\$>

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[https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000BQMA7&from=int]

ref:_00Dt0GzXt._500t0dppqc:ref[https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000BQccg&from=ext]

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Email Created Date: 1/7/2021 10:47:28 AM

Email HTML Version:



PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio
44121

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Thank you for the information provided. The customer would like to be added to your internal do not call / do not solicit list as well.

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.

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 12/28/2020 6:47 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Maureen Harbolt [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, December 28, 2020 8:19 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]



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

Please Respond Within 3 Days

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio
44121

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

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 12/22/2020. Please review the customer's concerns and respond within three business days.

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: Maureen Harbolt [contactthepuco@puc.state.oh.us]

Sent: 12/22/2020 2:47 PM

To: consumeraffairs@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]



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

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio 44121

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. The customer states she was misled in believing XOOM

as a different supplier.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which vendor.
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5. The Welcome Letter mailed to the customer.
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7. The contract expiration notices mailed to the customer.

Sincerely,

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

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Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio 44121

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Thank you for the information provided. The customer would like to be added to your internal do not call / do not solicit list as well.

Sincerely,

Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Case Number: 00653600

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 12/28/2020 6:47 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

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From: Maureen Harbolt [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, December 28, 2020 8:19 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref: _00Dt0GzXt._500t0dppqc:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Second Request for Information

Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio 44121

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

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 12/22/2020. Please review the customer's concerns and respond within three business days.

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: Maureen Harbolt [contactthepuco@puc.state.oh.us]

Sent: 12/22/2020 2:47 PM
To: consumeraffairs@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00653600 [ref:_00Dt0GzXt._500t0dppqc:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas & Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00653600

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cleveland, Ohio 44121

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio 44121

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. The customer states she was misled in believing XOOM was a different supplier.

Please review the account and advise:

Case Number: 00653600

35

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

The sales script and/or sales call used to market this customer.

The signed agreement for service.

The Terms and Conditions of Service.

The signed Acknowledgement form.

The Welcome Letter mailed to the customer.

The Third Party Verification recording for this enrollment.

The contract expiration notices mailed to the customer.

Sincerely,

Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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._500t0dppqc:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Case Images

Created Date	Images
12/28/2020 6:48:30 PM	 
12/28/2020 6:48:30 PM	
12/28/2020 6:48:30 PM	
12/28/2020 6:48:30 PM	
12/28/2020 6 48 30 PM	
1/7/2021 10:47:28 AM	 

1/7/2021 10:47:28 AM	
1/7/2021 10:47:28 AM	
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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

December 28, 2020

Ms. Maureen Harbolt
Ohio State Public Service Commission
Via email: www.PUCO.ohio.gov

RE: Case No. 00653600 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on December 22, 2020 through XOOM Energy’s website. At the time of the enrollment, [REDACTED] signed up for XOOM Energy’s SureLock 12 product, a Fixed rate plan at \$0.0499 cents per kWh for her electric account and \$2.45 for her natural gas account. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Juan Velasquez, and training was completed on July 21, 2020.

During enrollment, [REDACTED] was presented with, completed, and passed eIDVerify. XOOM Energy contracts for these services with Equifax, a leader in their industry and whose services are used by many in the mortgage and/or finance industry. Customers that go through the eID verification process are asked specific questions about their financial past that only they would know. The Equifax transaction ID associated with Ms. Rose's enrollment is 11090 [REDACTED] for her electric account and 11090 [REDACTED] for her natural gas account.

On December 22, 2020, [REDACTED] contacted XOOM Energy’s Customer Care Department regarding the account. Per XOOM Energy’s verification process, the Care agent asked [REDACTED] the security question on the account. [REDACTED] was able to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. [REDACTED] contacted XOOM Energy to cancel her account. The Care agent honored [REDACTED] request and processed the transfer back to the local utility for both her electric and natural gas accounts. [REDACTED] accounts will not provision with XOOM Energy.

Since, [REDACTED] was within her rescission period at the time of the cancellations, there are no early termination fees associated with the cancellation of the electric and natural gas accounts.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

With your enrollment, you are eligible to receive a \$100 eGift Card after 2 consecutive months of service. Once you have completed your second consecutive month of service you will receive an email with details on how to collect your eGift Card. For full details and rules, please [click here](#).

Confirmation Number: 20201 [REDACTED]

Billing Info

[REDACTED]
 Cleveland, OH 44121
 United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: FirstEnergy - The Illuminating Company
Electric Customer Number: [REDACTED]
 [REDACTED]
 Cleveland, OH 44121

Rate Plan

Plan: SureLock 12
Price: \$0.0499/kWh
Term: 12 months
No Monthly Fee
Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 05146243

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*
-  *Please send my ACN Independent Business Owner a copy of my confirmation email*

for their records.

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888 997 8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>.

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



Contact Us

By Phone

(888) 997-8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

customercare@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy").

© 2020 XOOM Energy, LLC.



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

With your enrollment, you are eligible to receive a \$50 eGift Card after 2 consecutive months of service. Once you have completed your second consecutive month of service you will receive an email with details on how to collect your eGift Card. For full details and rules, please [click here](#).

Confirmation Number: 20201 [REDACTED]

Billing Info

[REDACTED]
Cleveland, OH 44121
United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: Dominion East of Ohio
Gas Account Number: [REDACTED]
[REDACTED]
Cleveland, OH 44121

Rate Plan

Plan: SureLock 12
Price: \$2.45/Mcf

Term: 12 months

No Monthly Fee

Cost Recovery Fee: \$110.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 05146243

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the utility account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *Please send my ACN Independent Business Owner a copy of my confirmation email for their records.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your natural gas service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the date of your meter read.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>.

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



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Mon - Fri | 8AM - 11PM (EST)

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Contact Us Form

my.xoomenergy.com

customercare@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy").

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Ohio Contract Summary

Electricity Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0499 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. Please see your Terms and Conditions for more details.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price: As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs: Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay monthly the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. If you do not meet our credit standards or cannot demonstrate satisfactory credit, XOOM may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall be in compliance with any applicable Ohio statute, regulation, or other controlling authority and will be requested prior to beginning service with XOOM. XOOM will apply any cash deposit held on your behalf plus any accrued interest as determined by any applicable Ohio statute, regulation, or other controlling authority to the outstanding balance on your final bill, if applicable and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may



visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio (“PUCO”) for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer’s Counsel (“OCC”) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment:This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints:For service problems or complaints, you should contact your local utility by calling: FirstEnergy - The Illuminating Company at 888.544.4877. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility’s tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering:Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous:Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility’s regulated sales service rate.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL,



CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.



Ohio Contract Summary

Gas Supplier Information	XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for natural gas purchase will be a fixed price of \$2.4500 per Mcf, plus taxes and fees, if applicable.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Dominion East of Ohio service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$110.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Mcf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory,



provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY tool free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Dominion East of Ohio at 877.542.2630. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL



UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject



matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Admin Options

[Return to Main Menu](#)

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 2020 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 12/22/2020 11:51:24 AM
Enrollment Confirmed Yes - 12/22/2020 11:51:24 AM
IP Submitted 38.1 [REDACTED]

Sales Agent Information

Sales Agent ID 05146243
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code CEI
Rate Code CEIERFE01200049900010001
Rate Price \$0.0499

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2 [REDACTED]
Service City Cleveland
Service State OH
Service Zip 44121
Service Zip 4 3325
Service County Cuyahoga

Billing Information

Company Name
First Name [REDACTED]
Last Name [REDACTED]
Phone Number [REDACTED]
Email Address [REDACTED]
Language Preference: E
Tax Exempt: No
The last 4 digits of your Social Security Number or Social Insurance Number?

Billing Address [REDACTED]
Billing Address 2 [REDACTED]
Billing City Cleveland
Billing State OH
Billing Zip 44121

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

eID Information

Fraud Alert Required No
Reason Member has been marked to have all sales checked
Passed Yes
Transaction ID 00000000011090 [REDACTED]
Transaction ID 2
Transaction ID 3

Business Information

Business Name
Other
Business Address
Business City
Business State
Business Zip

Deposit Information

Amount Owed
Credit Checked No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions No

Affirmation Statements

Date Recorded	Statement
12/22/2020 11:48:38 AM	I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.
12/22/2020 11:48:38 AM	I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.
12/22/2020 11 48 38 AM	I understand that through my authorization of enrollment I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies
12/22/2020 11:48:38 AM	I am the account holder or a person that has legal authorization on this account

Administration

12/22/2020 11:48:38 AM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.
12/22/2020 11:48:38 AM	I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.
12/22/2020 11:48:38 AM	I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.
12/22/2020 11:50:17 AM	Please send my ACN Independent Business Owner a copy of my confirmation email for their records.





Admin Options

Return to Main Menu

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20201
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 12/22/2020 11:51:29 AM
Enrollment Confirmed Yes - 12/22/2020 11:51:29 AM
IP Submitted 38.1

Sales Agent Information

Sales Agent ID 05146243
Accreditation Number

Account Information

Account Number
Meter Number
Customer Name Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DEO
Rate Code DEOGRFE01200245000011001
Rate Price \$2.45

Payment Information

Payment Needed No
Payment Type PPL Custom
Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address
Service Address 2
Service City Cleveland
Service State OH
Service Zip 44121
Service Zip 4 3325
Service County Cuyahoga

Billing Information

Company Name**First Name****Last Name****Phone****Number****Email****Address****Language****Preference:** E**Tax****Exempt:** No

The last 4 digits of your Social Security Number or Social Insurance Number?

eID Information**Fraud Alert** No**Required** Yes**Reason** Member has been marked to have all sales checked**Passed** Yes**Transaction ID** 0000000001109000058820016**Transaction ID 2****Transaction ID 3****Deposit Information****Amount Owed****Credit Checked** No**Equifax Transaction ID****Experian Transaction ID****Experian No Hit Transaction ID****Adverse Actions** No**Billing Address****Billing Address 2****Billing City****Billing State****Billing Zip**

Cleveland

OH

44121

Previous Information**Previous Address****Previous Address 2****Previous City****Previous State****Previous Zip****Affirmation Statements****Date****Recorded****Statement**12/22/2020
11:49:09 AM

I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.

12/22/2020
11:49:09 AM

I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.

12/22/2020
11:49:09 AM

I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio LLC ("XOOM Energy") and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.

12/22/2020
11:49:09 AM

I am the utility account holder or a person that has legal authorization on this account.

12/22/2020
11 49 09 AM

By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form rather than paper form I hereby

12/22/2020
11:49:10 AM

also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges I understand I am responsible for paying my utility bill by its due date just as I have in the past.

12/22/2020
11:50:17 AM

Please send my ACN Independent Business Owner a copy of my confirmation email for their records.





Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00654595	Owner: Cindi Mack
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 12-29-2020	Date Closed: 01-07-2021
Case Age in Business Days: 7	

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: Summit
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Akron	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: Delayed Enrollment
Non-Jurisdictional Case: <input type="checkbox"/>	

Additional Information

PUCO ID: 343097	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:

See comments

Case Comments

Created Date	Comment
12/29/2020 1:05:55 PM	<p>Stated she signed up zoom back in sept when she was moving. She states she had a new account number; she states she received a letter from her stating they needed updated info, they needed a copy of her bill with account number. She states she emailed that to them. She states Ohio National Gas is showing up on her bill. She states Xoom quoted her 1.99per mcf assured over the pone it would begins 10/24 for 24 months and \$200 cancellation. She states she has the email showing what she signed up for. She states when she called, they said they won't offer her the price the quoted, and they are not sure what happened on why she never got signed up. She states she has a new confirmation email from them, but the account number was wrong. They only needed her to email them with the correct account number which she did. Sept 30 is the enrollment email, Oct 23rd was when she contacted them and screenshot the new energy account number at her new address. The did not give a reason why they would not give the quoted rate she had.</p> <p>INV/ICB</p>

<p>1/4/2021 8:50:03 AM</p>	<p>Written response regarding complaint: -She enrolled with XOOM on Sept 30, 2020 through their website -She signed up for a fixed rate plan for her gas acct -There is no voice recording of this transaction nor is there a requirement for one -Immediately after the completion of each enrollment, a confirmation email is sent along with a copy of the terms and conditions associated w/the enrollment. -She provided the acct number that was enrolled **Her utility did not accept her enrollment; therefore, she remained with the utility company</p> <p>On December 31, 2020, a XOOM Energy Specialist reached out to her, but there was no answer. -The Specialist left a voicemail advising that she will need to re-enroll, and XOOM Energy will honor the rate that was provided at the time of the enrollment and can assist with her re-enrollment.</p> <p>Per the Contract Summary: Your rate for natural gas purchase will be a fixed price of \$1.9900 per Mcf, plus taxes and fees, if applicable The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twenty-four (24) consecutive months Early Termination Fee \$200.</p>
<p>1/4/2021 8:55:38 AM</p>	<p>Follow-up sent to the utility, DEO to verify if and when they may have rejected this enrollment.</p>

<p>1/6/2021 7:38:27 AM</p>	<p>Will contact cust w/the following info from both Xoom and DEO *****</p> <p>Response from Xoom: Written response regarding complaint: -She enrolled with XOOM on Sept 30, 2020 through their website -She signed up for a fixed rate plan for her gas acct -There is no voice recording of this transaction nor is there a requirement for one -Immediately after the completion of each enrollment, a confirmation email is sent along with a copy of the terms and conditions associated w/the enrollment. -She provided the acct number that was enrolled **Her utility did not accept her enrollment; therefore, she remained with the utility company</p> <p>On December 31, 2020, a XOOM Energy Specialist reached out to her, but there was no answer. -The Specialist left a voicemail advising that she will need to re-enroll, and XOOM Energy will honor the rate that was provided at the time of the enrollment and can assist with her re-enrollment.</p> <p>Per the Contract Summary: Your rate for natural gas purchase will be a fixed price of \$1.9900 per Mcf, plus taxes and fees, if applicable The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twenty-four (24) consecutive months Early Termination Fee \$200. *****</p> <p>Dominion states they did not receive an enrollment from Xoom Energy for [REDACTED]</p> <p>However, Xoom Energy has sent several enrollment attempts for [REDACTED] which is [REDACTED] previous account that finalized on 09/18/2020.</p> <p>A supplier cannot be added to a final account. If [REDACTED] wants to enroll with Xoom Energy she would need to contact them and provide them with the correct account number for the [REDACTED] address.</p> <p>DEO tried to contact her on Jan 4 to discuss this and suggest that she contact her current supplier, Ohio Natural Gas, to inquire of her contract terms before enrolling with another supplier. -There was no answer or vm; therefore, a please call letter has been sent</p>
<p>1/6/2021 10:13:11 AM</p>	<p>Per ph conv w/cust, discussed rsp from Xoom and DEO (see prev comments). She said that she's been having a difficult time connecting w/anyone to move forward w/this enrollment. Advd that I will reach back out to the co and advise them and to pls contact you. She appreciated that. Advd cls case, but she have difficulty w/this, to cb and we can help to facilitate the process.</p>
<p>1/6/2021 10:13:36 AM</p>	<p>Resolution Comments: See comments</p>

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: Carmelita Smith	Last Modified by: Samantha Boerstler
# Tasks Correspondence Review: 0	Next Activity Date:
# Tasks Correspondence Review:0	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 12/30/2020 9:10:06 AM

Email HTML Version:



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

CASE ID: 00654595

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Akron, Ohio 44313

AIQ: XOOM Energy 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:

Good morning,

This customer states that she enrolled in September when she was moving. She was assigned a new account number, which she emailed to your company. She has a different supplier showing on her bill, not your company.

She received a confirmation email, but she said that her account number is not correct. She was quoted of \$1.99 per mcf and this was to begin on October 24 for 2 years. Apparently, she is now being told that your company won't honor her quote.

When did she enroll with your company?

If the customer was in the process of moving, why would you enroll the account number that she was terminating?

Knowing this, what was the customer advised?

Did you send the customer notification that the new account number was needed for the enrollment? If so, please forward a copy for review.

What was the initial account number used to enroll the account?

What is the new account number for this customer's account?

What rate did the customer agree to?

Was the account acquired by way of a telephonic sales call? If so, please forward a copy of the sales call for staff's review.

Please forward a copy of the TPV for staff's review.

Please forward a copy of the confirmation notice, including the Terms and Conditions, that was sent to the customer.

Why was this enrollment delayed and why is your company refusing to honor the agreed rate?

Please speak to this customer regarding this matter. If after speaking to the customer, if there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may

be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0ds2kO:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00654595

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Akron, Ohio 44313

Case Number: 00654595

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0ds2kO:ref

Email Created Date: 12/31/2020 4:45:40 PM

Email HTML Version:

Good Evening,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET



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to legal restriction or sanction. Please notify the sender, by electronic mail or telephone, of any unintended recipients and delete the original message without making any copies.

From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, December 30, 2020 9:12 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]



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

CASE ID: 00654595
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Ohio 44313
AIQ: XOOM Energy 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:

Good morning,

This customer states that she enrolled in September when she was moving. She was assigned a new account number, which she emailed to your company. She has a different supplier showing on her bill, not your company.

She received a confirmation email, but she said that her account number is not correct. She was quoted of \$1.99 per mcf and this was to begin on October 24 for 2 years. Apparently, she is now being told that your company won't honor her quote.

When did she enroll with your company?
If the customer was in the process of moving, why would you enroll the account number that she was terminating?
Knowing this, what was the customer advised?
Did you send the customer notification that the new account number was needed for the enrollment? If so, please forward a copy for review.
What was the initial account number used to enroll the account?
What is the new account number for this customer's account?
What rate did the customer agree to?
Was the account acquired by way of a telephonic sales call? If so, please forward a copy of the sales call for staff's review.
Please forward a copy of the TPV for staff's review.
Please forward a copy of the confirmation notice, including the Terms and Conditions, that was sent to the customer.

Why was this enrollment delayed and why is your company refusing to honor the agreed rate?

Please speak to this customer regarding this matter. If after speaking to the customer, if there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

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

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ref:_00Dt0GzXt._500t0ds2kO:ref

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Email Text Version:

Good Evening,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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[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: 00654595
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Akron, Ohio 44313
AIQ: XOOM Energy 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)

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Please forward a copy of the confirmation notice, including the Terms and Conditions, that was sent to the customer.

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Please speak to this customer regarding this matter. If after speaking to the customer, if there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.puco.ohio.gov<[This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!Ypce8vpR-XRMEakZhkQuCXIW2KIEZT4ybof9O9EuJ_fs1HUP5CuyCDMDIbFOuS2NAvpg5L6t$></p></div><div data-bbox=)

[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000BQmYF&from=ext>]

ref:_00Dt0GzXt._500t0ds2kO:ref

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Email Created Date: 1/4/2021 8:50:58 AM

Email HTML Version:



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

CASE ID: 00654595

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Akron, Ohio 44313

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good morning,

This is a complaint involving Xoom Energy. This customer states that she enrolled with the supplier September 30, 2020, but Xoom states that your company did not accept the enrollment.

Please advise if you received an enrollment for this account from Xoom Energy? If so, when did you receive it and when was the account scheduled to begin billing with this company?

If your company rejected the enrollment, please advise when this happened and why?

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Lead Investigator

(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 12/31/2020 4:43 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]

Good Evening,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

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To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]



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

CASE ID: 00654595

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Akron, Ohio 44313

AIQ: XOOM Energy 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:

Good morning,

This customer states that she enrolled in September when she was moving. She was assigned a new account number, which she emailed to your company. She has a different supplier showing on her bill, not your company.

She received a confirmation email, but she said that her account number is not correct. She was quoted of \$1.99 per mcf and this was to begin on October 24 for 2 years. Apparently, she is now being told that your company won't honor her quote.

When did she enroll with your company?

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Knowing this, what was the customer advised?

Did you send the customer notification that the new account number was needed for the enrollment? If so, please forward a copy for review.

What was the initial account number used to enroll the account?

What is the new account number for this customer's account?

What rate did the customer agree to?

Was the account acquired by way of a telephonic sales call? If so, please forward a copy of the sales call for staff's review.

Please forward a copy of the TPV for staff's review.

Please forward a copy of the confirmation notice, including the Terms and Conditions, that was sent to the customer.

Why was this enrollment delayed and why is your company refusing to honor the agreed rate?

Please speak to this customer regarding this matter. If after speaking to the customer, if there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Text Version:

Case Number: 00654595

19

Initial Submission of a Consumer Complaint

Please Respond Within 10 Business Days

CASE ID: 00654595

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Akron, Ohio 44313

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good monring,

This is a compliant involving Xoom Energy. This customer states that she enrolled with the supplier September 30, 2020, but Xoom states that your company did not accept the enrollment.

Please advise if you received an enrollment for this account from Xoom Energy? If so, when did you receive it and when was the account scheduled to begin billing with this company?

If your company rejected the enrollment, please advise when this happened and why?

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 12/31/2020 4:43 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]

Good Evening,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, December 30, 2020 9:12 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00654595

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Akron, Ohio 44313

AIQ: XOOM Energy 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)

Case Number: 00654595

22

DESCRIPTION OF ISSUE:

Good morning,

This customer states that she enrolled in September when she was moving. She was assigned a new account number, which she emailed to your company. She has a different supplier showing on her bill, not your company.

She received a confirmation email, but she said that her account number is not correct. She was quoted of \$1.99 per mcf and this was to begin on October 24 for 2 years. Apparently, she is now being told that your company won't honor her quote.

When did she enroll with your company?

If the customer was in the process of moving, why would you enroll the account number that she was terminating?

Knowing this, what was the customer advised?

Did you send the customer notification that the new account number was needed for the enrollment? If so, please forward a copy for review.

What was the initial account number used to enroll the account?

What is the new account number for this customer's account?

What rate did the customer agree to?

Was the account acquired by way of a telephonic sales call? If so, please forward a copy of the sales call for staff's review.

Please forward a copy of the TPV for staff's review.

Please forward a copy of the confirmation notice, including the Terms and Conditions, that was sent to the customer.

Why was this enrollment delayed and why is your company refusing to honor the agreed rate?

Please speak to this customer regarding this matter. If after speaking to the customer, if there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Created Date: 1/4/2021 12:42:57 PM

Email HTML Version:

Hello,

Dominion did not receive an enrollment from Xoom Energy for [REDACTED]. However, Xoom Energy has sent several enrollment attempts for [REDACTED] which is [REDACTED] previous account that finalized on 09/18/2020. A supplier cannot be added to a final account. If [REDACTED] wants to enroll with Xoom Energy she would need to contact them and provide them with the correct account number for the [REDACTED] address.

I attempted to contact [REDACTED] on 01/04/2021 to discuss the above and also to suggest her to contact her current supplier, Ohio Natural Gas, to inquire of her contract terms before enrolling with another supplier. There was no answer or voicemail; a please call letter has been sent.

Thank you,

Erica Edmiston

Akron Eastwood
Customer Relations Team Lead



From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Monday, January 4, 2021 8:55 AM
To: Dominion Customer Relations <DominionCustomerRelations@dominionenergy.com>
Subject: [EXTERNAL] PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]

This is an EXTERNAL email that was NOT sent from Dominion Energy. Are you expecting this message? Are you expecting a link or attachment? DO NOT click links or open attachments until you verify them



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

CASE ID: 00654595
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Akron, Ohio 44313
AIQ: XOOM Energy Ohio LLC
NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Good monring,

This is a compliant involving Xoom Energy. This customer states that she enrolled with the supplier September 30, 2020, but Xoom states that your company did not accept the enrollment.

Please advise if you received an enrollment for this account from Xoom Energy? If so, when did you receive it and when was the account

scheduled to begin billing with this company?

If your company rejected the enrollment, please advise when this happened and why?

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Lead Investigator
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www.PUCO.ohio.gov

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 12/31/2020 4:43 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]

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

CASE ID: 00654595
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Akron, Ohio 44313
AIQ: XOOM Energy Ohio LLC
NIQ: [REDACTED]

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Cindi Mack

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Lead Investigator
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www.PUCO.ohio.gov

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Email Text Version:

Hello,

Dominion did not receive an enrollment from Xoom Energy for [REDACTED]. However, Xoom Energy has sent several enrollment attempts for [REDACTED] which is [REDACTED] previous account that finalized on 09/18/2020. A supplier cannot be added to a final account. If [REDACTED] wants to enroll with Xoom Energy she would need to contact them and provide them with the correct account number for the [REDACTED] address.

I attempted to contact [REDACTED] on 01/04/2021 to discuss the above and also to suggest her to contact her current supplier, Ohio Natural Gas, to inquire of her contract terms before enrolling with another supplier. There was no answer or voicemail; a please call letter has been sent.

Thank you,

Erica Edmiston
Akron Eastwood
Customer Relations Team Lead

[cid:image001.png@01D4596D.D47CE810]

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Sent: Monday, January 4, 2021 8:55 AM
To: Dominion Customer Relations <DominionCustomerRelations@dominionenergy.com>
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[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: 00654595
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Akron, Ohio 44313
AIQ: XOOM Energy Ohio LLC
NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

Good monring,

This is a compliant involving Xoom Energy. This customer states that she enrolled with the supplier September 30, 2020, but Xoom states that your company did not accept the enrollment.

Please advise if you received an enrollment for this account from Xoom Energy? If so, when did you receive it and when was the account scheduled to begin billing with this company?

If your company rejected the enrollment, please advise when this happened and why?

Sincerely,

Cindi Mack
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Lead Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!KQQRbYJq
kXCDY_8FAQ!U0Vdz4ptKs2klh8Te-5GAyNI09PUxT4KYhUd-
800oEhSQjL_aODCcEZ1E2kujTLAD7R4cpPrQ\$>

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From: Aguila, Rudy [raguila@xoomenergy.com]
Sent: 12/31/2020 4:43 PM
To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>;
consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [
ref:_00Dt0GzXt._500t0ds2kO:ref]

Good Evening,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at
consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com> should you
have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |

myxoomenergy.com<[\[XOOM Energy](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!KQQRbYJqkXCDY_8FAQ!U0Vdz4ptKs2kllh8Te-5GAyNI09PUxT4KYhUd-800oEhSQjkl_aODCcEZ1E2kujTLAD7sz2uaUY$>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET</p></div><div data-bbox=)

Home]<[\[XOOM Energy Facebook\] <](https://urldefense.com/v3/__http://xoomenergy.com/en__;!!KQQRbYJqkXCDY_8FAQ!U0Vdz4ptKs2kllh8Te-5GAyNI09PUxT4KYhUd-800oEhSQjkl_aODCcEZ1E2kujTLAD7vN4Zwzc$></p></div><div data-bbox=)

[XOOM Energy LinkedIn]

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From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]

Sent: Wednesday, December 30, 2020 9:12 AM

To: Consumer Affairs (Xoom)

<consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>>>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO: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: 00654595

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Akron, Ohio 44313

AIQ: XOOM Energy 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:

Good morning,

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She received a confirmation email, but she said that her account number is not correct. She was quoted of \$1.99 per mcf and this was to begin on October 24 for 2 years. Apparently, she is now being told that your company won't honor her quote.

When did she enroll with your company?

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Knowing this, what was the customer advised?

Did you send the customer notification that the new account number was needed for the enrollment? If so, please forward a copy for review.

What was the initial account number used to enroll the account?

What is the new account number for this customer's account?

What rate did the customer agree to?

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Please forward a copy of the TPV for staff's review.

Please forward a copy of the confirmation notice, including the Terms and Conditions, that was sent to the customer.

Why was this enrollment delayed and why is your company refusing to honor the agreed rate?

Please speak to this customer regarding this matter. If after speaking to the customer, if there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Lead Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov](https://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.](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!Ypce8vpR-XRMEakZhkQuCXlW2KIEZT4ybof9O9EuJ_fs1HUP5CuyCDMDIbFOuS2NAvpg5L6t$>></p></div><div data-bbox=)

[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000BQmYF&from=ext>]

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immediately to the sender that you have received the message in error, and delete it. Thank you.

Email Created Date: 1/6/2021 10:10:51 AM

Email HTML Version:

Good morning!

Rudy, thank you for your previous information. I did want to circle back around with you after speaking to this customer to close my case. She said that she does want to follow through with enrolling her account, but she is having a difficult time connecting with anyone to make this happen. Is it possible that you could reach out to this customer to process the enrollment?

Thank you again!

Cindi

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 12/31/2020 4:43 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]

Good Evening,

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Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]



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

CASE ID: 00654595
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Akron, Ohio 44313
AIQ: XOOM Energy Ohio LLC
NIQ: [REDACTED]

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She received a confirmation email, but she said that her account number is not correct. She was quoted of \$1.99 per mcf and this was to begin on October 24 for 2 years. Apparently, she is now being told that your company won't honor her quote.

When did she enroll with your company?

If the customer was in the process of moving, why would you enroll the account number that she was terminating?
Knowing this, what was the customer advised?
Did you send the customer notification that the new account number was needed for the enrollment? If so, please forward a copy for review.
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What is the new account number for this customer's account?
What rate did the customer agree to?
Was the account acquired by way of a telephonic sales call? If so, please forward a copy of the sales call for staff's review.
Please forward a copy of the TPV for staff's review.
Please forward a copy of the confirmation notice, including the Terms and Conditions, that was sent to the customer.

Why was this enrollment delayed and why is your company refusing to honor the agreed rate?

Please speak to this customer regarding this matter. If after speaking to the customer, if there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

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

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Rudy Aguila

Bilingual NWM & Quality Assurance Specialist

XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00654595

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Akron, Ohio 44313

Case Number: 00654595

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Created Date: 1/6/2021 4:13:50 PM

Email HTML Version:

Good Afternoon Ms. Mack,

We have attempted to reach out to [REDACTED] twice today with no response. I have left a detailed message for [REDACTED] advising that XOOM Energy will assist with her enrollment, and any other questions or concerns she may have.

If you require further information please feel free to reach out back out to me.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET



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From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, January 6, 2021 10:11 AM
To: Aguila, Rudy <raguila@xoomenergy.com>; Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00654595 [ref:_00Dt0GzXt._500t0ds2kO:ref]

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

CASE ID: 00654595

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Akron, Ohio 44313

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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[XOOM Energy]

XOOM Energy, LLC |
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[Image removed by sender.]

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

CASE ID: 00654595
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Akron, Ohio 44313
AIQ: XOOM Energy 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:

Case Number: 00654595

Good morning,

This customer states that she enrolled in September when she was moving. She was assigned a new account number, which she emailed to your company. She has a different supplier showing on her bill, not your company.

She received a confirmation email, but she said that her account number is not correct. She was quoted of \$1.99 per mcf and this was to begin on October 24 for 2 years. Apparently, she is now being told that your company won't honor her quote.

When did she enroll with your company?

If the customer was in the process of moving, why would you enroll the account number that she was terminating?

Knowing this, what was the customer advised?

Did you send the customer notification that the new account number was needed for the enrollment? If so, please forward a copy for review.

What was the initial account number used to enroll the account?

What is the new account number for this customer's account?

What rate did the customer agree to?

Was the account acquired by way of a telephonic sales call? If so, please forward a copy of the sales call for staff's review.

Please forward a copy of the TPV for staff's review.

Please forward a copy of the confirmation notice, including the Terms and Conditions, that was sent to the customer.

Why was this enrollment delayed and why is your company refusing to honor the agreed rate?

Please speak to this customer regarding this matter. If after speaking to the customer, if there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov<[Case Number: 00654595](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!Ypce8vpR-XRMEakZhkQuCXIW2KIEZT4ybof9O9EuJ_fs1HUP5CuyCDMDIbFOuS2NAvpg5L6t$></p></div><div data-bbox=)

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

[Image removed by sender.]

ref:_00Dt0GzXt._500t0ds2kO:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov <<mailto:csc@ohio.gov>> or click the Phish Alert Button if available.

[Image removed by sender.]

Case Images

Created Date	Images
12/31/2020 4:45:42 PM	
12/31/2020 4:45:42 PM	
12/31/2020 4:45:42 PM	
12/31/2020 4:45:42 PM	
12/31/2020 4:45:42 PM	
1/4/2021 8:54:49 AM	
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1/4/2021 12:43:00 PM	 
1/4/2021 12:43:00 PM	
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1/4/2021 12:43:00 PM	
1/4/2021 12:43:00 PM	
1/4/2021 12:43:00 PM	
1/6/2021 10:10:51 AM	 
1/6/2021 10:10:51 AM	
1/6/2021 10:10:51 AM	
1/6/2021 10:10:51 AM	
1/6/2021 10:10:51 AM	
1/6/2021 4:13:52 PM	
1/6/2021 4:13:52 PM	 
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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

December 31, 2020

Ms. Cindi Mack
Ohio State Public Service Commission
Via email: www.PUCO.ohio.gov

RE: Case No. 00654595 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed Ms. [REDACTED] customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on September 30, 2020 through XOOM Energy’s website. At the time of the enrollment, [REDACTED] signed up for XOOM Energy’s SureLock24 product, a fixed rate plan, for natural gas account. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order.

It is important to note that [REDACTED] enrolled on her own through XOOM Energy’s website, and there is no independent representative or channel partner associated with the enrollment. Since the enrollment was done online, [REDACTED] provided the account number that was enrolled. The enrollment was not accepted by [REDACTED] utility, therefore she remained with the utility company.

On December 31, 2020, a XOOM Energy Network Marketing & Quality Assurance Specialist reached out to [REDACTED] with no answer. The Specialist left a voicemail for [REDACTED] advising that she will need to re-enroll, and XOOM Energy will honor the rate that was provided at the time of the enrollment, and can assist with her re-enrollment.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

With your enrollment, you are eligible to receive a \$50 eGift Card after 2 consecutive months of service. Once you have completed your second consecutive month of service you will receive an email with details on how to collect your eGift Card. For full details and rules, please [click here](#).

Confirmation Number: 2020 [REDACTED]

Billing Info

[REDACTED]
Akron, OH 44313
United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: Dominion East of Ohio
Gas Account Number: [REDACTED]
[REDACTED]
Akron, OH 44313

Rate Plan

Plan: SureLock 24
Price: \$1.99/Mcf
Term: 24 months
No Monthly Fee

Cost Recovery Fee: \$200.00*

*A Cost Recovery Fee is only charged in the event a customer cancels their service early. This fee is not intended as a penalty but to offset the cost of selling the unused portion of your natural gas/electricity to others.

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the utility account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your natural gas service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the date of your meter read.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>.

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

cu_tomercare@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

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Admin Options

Search Enrollments

Return to Main Menu

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20200 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 9/30/2020 8:41:42 AM
Enrollment Confirmed Yes - 9/30/2020 8:41:42 AM
IP Submitted [REDACTED]

Sales Agent Information

Sales Agent ID
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DEO
Rate Code DEOGRFE02400199000020001
Rate Price \$1.99

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2
Service City Akron
Service State OH
Service Zip 44313
Service Zip 4 5083
Service County Summit

Billing Information

Company Name
First Name [REDACTED]
Last Name [REDACTED]
Phone Number [REDACTED]
Email Address [REDACTED]
Language Preference: E
Tax Exempt: No
Your city or town of birth?

Billing Address [REDACTED]
Billing Address 2
Billing City Akron
Billing State OH
Billing Zip 44313

eID Information

Fraud Alert Required Reason Passed No
Transaction ID
Transaction ID 2
Transaction ID 3

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

Deposit Information

Amount Owed
Credit Checked No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions No

Business Information

Business Name
Other
Business Address
Business City
Business State
Business Zip

Affirmation Statements

Date Recorded	Statement
9/30/2020 8:36:25 AM	I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee
9/30/2020 8:36:25 AM	I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.
9/30/2020 8:36:25 AM	I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies
9/30/2020 8:36:25 AM	I am the utility account holder or a person that has legal authorization on this account.
9/30/2020 8 36 25 AM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.
9/30/2020 8:36:25 AM	I understand that by switching my service to XOOM Energy my utility company will continue to bill me as they always have. All XOOM Energy-related charges will

Administration

appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.





Ohio Contract Summary

Gas Supplier Information	<i>XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</i>
Price Structure	<i>Fixed</i>
Supply Price	<i>Your rate for natural gas purchase will be a fixed price of \$1.9900 per Mcf, plus taxes and fees, if applicable.</i>
Statement Regarding Savings	<i>The supply price may not always provide a savings.</i>
Deposit	<i>No deposit required in Dominion East of Ohio service territory.</i>
Contract Term and Expiration Date	<i>The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twenty-four (24) consecutive months.</i>
Renewal Terms	<i>Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.</i>
Cancellation	<i>You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.</i>
Early Termination Fee	<i>\$200.</i>

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 24 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 24 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Mcf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement. If XOOM wishes to lower the price per Ccf or Mcf charged to you under your existing contract due to a change in market conditions, XOOM may do so without your consent provided there are no other changes to the terms and conditions to your contract.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.



When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY tool free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.



Service Complaints:For service problems you should contact your local utility by calling: Dominion East of Ohio at 877.542.2630. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.



Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00662507	Owner: Cindi Mack
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 02-02-2021

Date Closed: 02-18-2021

Case Age in Business Days: 22

Contact Information

Contact: [REDACTED]	Preferred Contact Method: No Preference
Phone: [REDACTED]	Preferred Contact Time:
Mobile: [REDACTED]	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: 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: 343097	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:

See comments

Case Comments

Created Date	Comment
2/2/2021 10:33:40 AM	<p>Bill has been over \$400 for the last two mth. Thermo sat at 69 and 70. Co told her to call the puco to negotiate a price. I'm guessing shopping for a supplier.... Caller said that she is billing the sco, but then saying she's paying \$6 per mcf. I told her that the sco is not that high. Advd Dominion's SCO rate is \$2.617 per MCF - Effective January 13, 2021 through February 10, 2021</p> <p>Now caller is saying Zoom is billing her 5.89 per mcf. She has no idea how this came about... thinks maybe when she first moved here, but this is the first her bill has been this high. She doesn't log onto co website to inquire about her bills... Advd will invt enrollment, advd co time line. ICB</p>

2/5/2021 8:59:18 AM

Co's written response. Follow-up email being sent to co.

She enrolled w/XOOM June 16, 2016 thru their website

-a variable price plan, for gas w/ a promo rate for 2 bills

-a confirmation email was sent w/a copy of the T & C's

-w/in 24-hrs an automated call was placed to welcoming her as this is one tool the co uses to clear up any possible issues

Co is in the process of retrieving the T & C's from their archives

customers are referred to XOOM Energy's website which is avail. to friends, family, and acquaintances

-reps are not allowed to engage in any cold marketing to ppl they do not know or cold marketing and are not allowed to enroll

****The independent rep associated w/her enrollment is Deitra Wilson****

Apr 26, 2017, she called the co regarding the acct

-she was asked the security question on the acct, which she was able to answer

-this was set up at the time of the enrollment to protect her acct info

-she was upset that her bill was high that mth

-it was explained that she was on a variable

Nov 1, 2018, a communication was sent to all custs and offered possible alternatives to consider moving to fixed price plans

-she did not respond

Feb 2, 2021, she contacted XOOM to cancel and to update her email address from

*[REDACTED] to [REDACTED]**

-drop was processed

-effective date of Feb 17, 2021

-no ETF's

2/10/2021 1:08:25 PM	<p>welcome email stated provd to her stated service will begin on 06/16/2016.”</p> <p>-a variable price plan, for gas w/ a promo rate for 2 bills (verified w/confirmation of enrollment) -a confirmation email was sent w/a copy of the T & C's -w/in 24-hrs an automated call was placed to welcoming her as this is one tool the co uses to clear up any possible issues</p> <p>customers are referred to XOOM Energy's website which is avail. to friends, family, and acquaintances -reps are not allowed to engage in any cold marketing to ppl they do not know or cold marketing and are not allowed to enroll ****The independent rep associated w/her enrollment is Deitra Wilson****</p> <p>Apr 26, 2017, she called the co regarding the acct -she was asked the security question on the acct, which she was able to answer -this was set up at the time of the enrollment to protect her acct info -she was upset that her bill was high that mth -it was explained that she was on a variable</p> <p>Nov 1, 2018, a communication was sent to all custs and offered possible alternatives to consider moving to fixed price plans -she did not respond</p> <p>Feb 2, 2021, she contacted XOOM to cancel and to update her email address from *** [REDACTED] to [REDACTED] -drop was processed -effective date of Feb 17, 2021 -no ETF's</p> <p>actual contract start date (flow start) was July 1, 2016.</p> <p>She did enrolled in XOOM's a variable rate plan and she could cancel at any time without penalty.</p> <p>As requested, the IP address associated with [REDACTED] enrollment is [REDACTED] -verified this is the CLEVELAND, OHIO AREA</p>
2/18/2021 8:16:14 AM	Called cust provided details of the enrollment (see prev comments), advd cls case, icb, RTHL#
2/18/2021 8:16:38 AM	Resolution Comments: See comments

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: Cindi Mack
Tasks Correspondence Review: 0
Tasks Correspondence Review:0

Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Email Created Date: 2/2/2021 11:24:22 AM

Email HTML Version:



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

CASE ID: 00662507

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44108

AIQ: XOOM Energy Ohio LLC

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

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

Sincerely,

Cindi Mack

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

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

ref:_00Dt0GzXt._500t0g2cRn:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

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Email Created Date: 2/4/2021 6:09:34 PM

Email HTML Version:

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Thank you

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

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From: Cindi Mack [<mailto:contactthepuco@puc.state.oh.us>]

Sent: Tuesday, February 2, 2021 11:26 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

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

CASE ID: 00662507

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Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

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[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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[Image removed by sender.]

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Service Monitoring and Enforcement Department

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[Image removed by sender.]

ref:_00Dt0GzXt._500t0g2cRn:ref

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Email Created Date: 2/5/2021 8:59:05 AM

Email HTML Version:

Good morning!

Thank you for the previous information; however, this does not demonstrate that the enrollment complies with O.A.C 4901:1-21-06(D)(3) regarding internet enrollments. I'll be looking forward to the information.

Additionally, if the customer reached out to your company on April 26, 2017 because she was upset about her high bill, and your agent explained that her account was on a variable rate, why didn't your agent take the initiative to offer a fixed rate plan... or to cancel?

Thanks again,
Cindi Mack

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/4/2021 6:09 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

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Thank you

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]

Sent: Tuesday, February 2, 2021 11:26 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

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

CASE ID: 00662507

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44108

AIQ: XOOM Energy Ohio LLC

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Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00662507

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44108

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Email Created Date: 2/10/2021 11:03:41 AM

Email HTML Version:

Good Morning,

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Bilingual NWM & Quality Assurance Specialist



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From: Cindi Mack [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Friday, February 5, 2021 8:59 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
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4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,

Cindi Mack

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

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ref:_00Dt0GzXt._500t0g2cRn:ref

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Email Text Version:

Good Morning,

Attached are the Documents required with the response. Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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restriction or sanction. Please notify the sender, by electronic mail or telephone, of any unintended recipients and delete the original message without making any copies.

From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, February 5, 2021 8:59 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

Good morning!

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Thanks again,
Cindi Mack

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

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Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

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Thank you
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Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |

myxoomenergy.com<[\[XOOM Energy Home\]<<http://xoomenergy.com/en>> \[XOOM Energy Facebook\]](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!duQ37744mGaGLlulX321nE2r67qjgbvQwnQxjYFzcUp8penRK6zb9gNWlyt3OH4JAA$>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET</p></div><div data-bbox=)

<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!duQ37744mGaGLlulX321nE2r67qjgbvQwnQxjYFzcUp8penRK6zb9gNWlyvANvGwZA\\$>](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!duQ37744mGaGLlulX321nE2r67qjgbvQwnQxjYFzcUp8penRK6zb9gNWlyvANvGwZA$>)

[XOOM Energy Twitter]

<[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!duQ37744mGaGLlulX321nE2r67qjgbvQwnQxjYFzcUp8penRK6zb9gNWlysg__SNfRQ\\$>](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!duQ37744mGaGLlulX321nE2r67qjgbvQwnQxjYFzcUp8penRK6zb9gNWlysg__SNfRQ$>)

[XOOM Energy LinkedIn]

<[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!duQ37744mGaGLlulX321nE2r67qjgbvQwnQxjYFzcUp8penRK6zb9gNWlytqcYcQ5w\\$>](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!duQ37744mGaGLlulX321nE2r67qjgbvQwnQxjYFzcUp8penRK6zb9gNWlytqcYcQ5w$>)

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From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]

Sent: Tuesday, February 2, 2021 11:26 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref: _00Dt0GzXt._500t0g2cRn:ref]

[Image removed by sender.]

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

CASE ID: 00662507

CUSTOMER: [REDACTED]

Case Number: 00662507

ADDRESS: ██████████ Cleveland, Ohio 44108
AIQ: XOOM Energy Ohio LLC

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

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Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Lead Investigator
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www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dRd-zYJXatwBdxY5qIt3gV2KLesHoCnfPgr55ZKyPyDjX68SUgCvGHMKMJjDeUnWBA-F-l4F\$>

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[Image removed by sender.]

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[Image removed by sender.]

Email Created Date: 2/10/2021 1:08:02 PM

Email HTML Version:

Thank you for the additional information.

You stated that this enrollment took place June 16, 2016. You provided a welcome letter advising this customer that, "Your XOOM Energy service will begin on 06/16/2016." How does this time line comply with the provisions to rescind?

Additionally, please forward the customer's IP address for this enrollment.

Cindi Mack

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

From: Aguila, Rudy [raguila@xoomenergy.com]
Sent: 2/10/2021 10:59 AM
To: contactthepuco@puco.ohio.gov
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

Good Morning,

Attached are the Documents required with the response. Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

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Thank you
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



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Sent: Tuesday, February 2, 2021 11:26 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

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

CASE ID: 00662507

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44108

AIQ: XOOM Energy Ohio LLC

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

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Sincerely,

Cindi Mack

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

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Email Text Version:

Thank you for the additional information.

You stated that this enrollment took place June 16, 2016. You provided a welcome letter advising this customer that, "Your XOOM Energy service will begin on 06/16/2016." How does this time line comply with the provisions to rescind?

Additionally, please forward the customer's IP address for this enrollment.

Cindi Mack

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From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/10/2021 10:59 AM

To: contactthepuco@puco.ohio.gov

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

Good Morning,

Attached are the Documents required with the response. Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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Thanks again,

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Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

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Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00662507

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44108

AIQ: XOOM Energy Ohio LLC

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DESCRIPTION OF ISSUE:

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

Please review the account and advise:

Case Number: 00662507

38

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

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Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

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Email Created Date: 2/12/2021 10:05:39 AM

Email HTML Version:

Good Morning Ms. Mack,

XOOM Energy Ohio, LLC is aware of the issue where the Welcome letter incorrectly populated the enrollment date in the contract start date field. Our Operations team has corrected the mapping issue that caused this error. It is important to note that the customer's rescission period was not impacted by this issue. [REDACTED] actual contract start date (flow start) was July 1, 2016. Where [REDACTED] enrolled in XOOM Energy's SimpleFlex product (a variable rate plan), she could cancel at any time without penalty.

As requested, the IP address associated with [REDACTED] enrollment is [REDACTED]

Please let us know if you have any additional questions or require any additional information.

Thank you,

Patti Kulesa

Sr. Manager, NWM Sales & Quality Control



11208 Statesville Road | Suite 200 | Huntersville, NC 28078
Direct: 704-274-3000 | pkulesa@xoomenergy.com

Case Number: 00662507

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From: Aguila, Rudy <raguila@xoomenergy.com>
Sent: Wednesday, February 10, 2021 6:09 PM
To: Kulesa, Patti <pkulesa@xoomenergy.com>
Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

From: Cindi Mack [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Wednesday, February 10, 2021 1:08 PM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

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Bilingual NWM & Quality Assurance Specialist



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Error! Filename not specified.  **Error! Filename not specified.** 

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Sent: Tuesday, February 2, 2021 11:26 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

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

CASE ID: 00662507

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio 44108

AIQ: XOOM Energy Ohio LLC

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

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

Please review the account and advise:

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

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

1. The sales script and/or sales call used to market this customer.

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

Sincerely,

Cindi Mack

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

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

ref:_00Dt0GzXt._500t0g2cRn:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Text Version:

Good Morning Ms. Mack,

XOOM Energy Ohio, LLC is aware of the issue where the Welcome letter incorrectly populated the enrollment date in the contract start date field. Our Operations team has corrected the mapping issue that caused this error. It is important to note that the customer's rescission period was not impacted by this issue. [REDACTED] actual contract start date (flow start) was July 1, 2016. Where [REDACTED] enrolled in XOOM Energy's SimpleFlex product (a variable rate plan), she could cancel at any time without penalty.

As requested, the IP address associated with [REDACTED] enrollment is [REDACTED]

Please let us know if you have any additional questions or require any additional information.

Thank you,
Patti Kulesa
Sr. Manager, NWM Sales & Quality Control

[cid:image007.png@01D7009C.CEC368D0]
11208 Statesville Road | Suite 200 | Huntersville, NC 28078
Direct: 704-274-3000 | pkulesa@xoomenergy.com<<mailto:pkulesa@xoomenergy.com>>

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attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited.

From: Aguila, Rudy <raguila@xoomenergy.com>
Sent: Wednesday, February 10, 2021 6:09 PM
To: Kulesa, Patti <pkulesa@xoomenergy.com>
Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, February 10, 2021 1:08 PM
To: Aguila, Rudy <raguila@xoomenergy.com<mailto:raguila@xoomenergy.com>>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

Thank you for the additional information.

You stated that this enrollment took place June 16, 2016. You provided a welcome letter advising this customer that, "Your XOOM Energy service will begin on 06/16/2016." How does this time line comply with the provisions to rescind?

Additionally, please forward the customer's IP address for this enrollment.

Cindi Mack

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

From: Aguila, Rudy [raguila@xoomenergy.com]
Sent: 2/10/2021 10:59 AM
To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

Good Morning,

Attached are the Documents required with the response. Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
myxoomenergy.com<[\[XOOM Energy Home\]<<http://xoomenergy.com/en>> \[XOOM Energy Facebook\]
<\[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cSRFDcjaE4Jw9pfSOrGehV26LKPotei_8_LMj_nuuECI5KRthdad3PKIMq1DBeuQg\\\$>\]\(https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cSRFDcjaE4Jw9pfSOrGehV26LKPotei_8_LMj_nuuECI5KRthdad3PKIMq1DBeuQg\$>\) \[XOOM
Energy Twitter\] <\[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cSRFDcjaE4Jw9pfSOrGehV26LKPotei_8_LMj_nuuECI5KRthdad3PKIMoG7H7aqA\\\$>\]\(https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cSRFDcjaE4Jw9pfSOrGehV26LKPotei_8_LMj_nuuECI5KRthdad3PKIMoG7H7aqA\$>\) \[XOOM
Energy LinkedIn\] <\[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cSRFDcjaE4Jw9pfSOrGehV26LKPotei_8_LMj_nuuECI5KRthdad3PKIMoPgkWrOw\\\$>\]\(https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cSRFDcjaE4Jw9pfSOrGehV26LKPotei_8_LMj_nuuECI5KRthdad3PKIMoPgkWrOw\$>\)](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cSRFDcjaE4Jw9pfSOrGehV26LKPotei_8_LMj_nuuECI5KRthdad3PKIMrh9wBQkQ$>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET</p></div><div data-bbox=)

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From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, February 5, 2021 8:59 AM
To: Aguila, Rudy <raguila@xoomenergy.com<<mailto:raguila@xoomenergy.com>>>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

Good morning!

Thank you for the previous information; however, this does not demonstrate that the enrollment complies with O.A.C 4901:1-21-06(D)(3) regarding internet enrollments. I'll be looking forward to the information.

Additionally, if the customer reached out to your company on April 26, 2017 because she was upset about her high bill, and your agent explained that her account was on a variable rate, why didn't your agent take the initiative to offer a fixed rate plan... or to cancel?

Thanks again,
Cindi Mack

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

From: Aguila, Rudy [raguila@xoomenergy.com]
Sent: 2/4/2021 6:09 PM
To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>;
consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at
consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com> should you
have any questions or require additional information.

Thank you
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
myxoomenergy.com<https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-
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Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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zY!duQ37744mGaGLlulX321nE2r67qjgbvQwnQxjYFzcUp8penRK6zb9gNWlytqcYcQ5w\$>
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Sent: Tuesday, February 2, 2021 11:26 AM
To: Consumer Affairs (Xoom)
<consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>>>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662507 [ref:_00Dt0GzXt._500t0g2cRn:ref]

[Image removed by sender.]

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

CASE ID: 00662507
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Cleveland, Ohio 44108
AIQ: XOOM Energy Ohio LLC

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Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov<[Case Number: 00662507](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dRd-zYJXatwBdxY5qIt3gV2KLesHoCnfPgr55ZKyPyDjX68SUgCvGHMKMJjDeUnWBA-F-I4F$></p></div><div data-bbox=)

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[Image removed by sender.]

ref:_00Dt0GzXt._500t0g2cRn:ref

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Case Images

Created Date	Images
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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

February 4, 2021

Ms. Cindi Mack
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00662507 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on June 16, 2016 through XOOM Energy’s website. At the time of the enrollment, [REDACTED] signed up for XOOM Energy’s SimpleFlex product, a variable price plan, for her natural gas account. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order. Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event.

[REDACTED] variable price product included a promotional price for a duration of 2 billing periods for her natural gas account. After the promotional price ended, [REDACTED] natural gas account received the standard variable price for the market as set by XOOM Energy each month. The below statement is outlined in [REDACTED] terms and conditions:

**During the enrollment process, you selected our variable price product which includes a promotional price on your first 2 bill(s). This promotional price is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional price. Your promotional price will be applied during your first 2 bill cycle(s). After your first 2 bill cycle(s), you will receive our standard variable price for your market. Your price going forward will be the prevailing variable price set by XOOM each month.*

As the enrollment occurred on June 16, 2016, the confirmation email and terms & conditions must be retrieved from the archive. Due to the short window for response, we have not yet received the archived information, however, we will forward once received.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Deitra Wilson, and training was completed on February 15, 2016.

On April 26, 2017, [REDACTED] contacted XOOM Energy’s Customer Care Department regarding the account. Per XOOM Energy’s verification process, the Care agent asked [REDACTED] the security question on the account. [REDACTED] was able to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. [REDACTED]



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

was upset that her bill was high that month. The Care agent explained that she was on a variable price plan and her price changes month-to-month.

On November 1, 2018, XOOM Energy's Marketing team sent out a communication to all XOOM Energy customers who are on variable price plans regarding the upcoming winter season providing helpful information about increased energy consumption and higher bills and offered possible alternatives to consider moving to fixed price plans.

It is important to note, XOOM Energy's Customer Care Department did not receive a response from [REDACTED].

On February 2, 2021, [REDACTED] contacted XOOM Energy's Customer Care Department to cancel her account and to update her email address from [REDACTED] to [REDACTED]. The Care agent honored [REDACTED] request and processed the transfer back to the local utility. [REDACTED] request was accepted by the local utility with an effective date of February 17, 2021. Please note that the customer's local utility determines the return date. XOOM Energy does not have any input with regard to the return date.

Since, [REDACTED] was on a variable price plan at the time of cancellation, there is no early termination fee associated with the cancellation of the natural gas account.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC

Service Cancellation



February 3, 2021

██████████,

Per your request, your Natural Gas service with XOOM Energy OH, LLC ("XOOM Energy") has been cancelled and your account will be closed for the location(s) listed below:

XOOM Account Number: ██████████

Dominion East Ohio Account Number: ██████████

██████████

Cleveland, OH 44108-3339

We have submitted your cancellation to Dominion East Ohio for processing. It may take one to two billing cycles before your account is returned to the utility. XOOM Energy will continue to supply your energy until Dominion East Ohio completes the cancellation process. We will contact you at a later date to notify you of the Service End Date.

As outlined in your contract, the cancellation of your service may be subject to a Cost Recovery Fee of \$0; if applicable, XOOM Energy will bill for this amount separately.

At XOOM we work hard each and every day for your business and we are sorry to see you cancel your services. If this request was made in error, we invite you to visit us online at xoomenergy.com to enroll for service. If you have questions regarding your cancellation, please contact XOOM Energy Customer Care at your convenience.

XOOM Energy Customer Care

myxoomenergy.com

customercare@xoomenergy.com

888-997-8979 | 8am - 11pm ET, Monday - Friday | 9am - 7pm ET, Saturday

.....
If you have any questions regarding this notice, please contact us at 888.997-8979.

MYXOOMENERGY.COM



.....
Your privacy is important to us. Please review XOOM Energy's Online Privacy Policy.

Account Update - Email



Congratulations [REDACTED],

Your enrollment has been accepted, and we're excited to welcome you to XOOM Energy! Your Welcome Letter contains important information on your account, the transition of your service and who to contact with questions and concerns so please retain a copy of this letter for your future reference.

Account Information:

[REDACTED]
[REDACTED]
Cleveland, OH 44108-3339

Utility Provider **Dominion East Ohio**
Utility Account # [REDACTED]

What's Next?

Your XOOM Energy service will begin on 06/16/2016.

From that point forward, you will receive one bill from **Dominion East Ohio** containing separate line items for both your supplier (XOOM Energy) and distribution (**Dominion East Ohio**) charges. Although XOOM Energy will become your supplier, you will continue to make payments directly to Dominion East Ohio, who will continue to read your meter and respond to any emergencies (including outages).

Contact Information:

- **Emergencies (Including Outages)**
Please contact Dominion East Ohio at the phone number listed on your bill.
- **Account Management**
Manage your XOOM account online at myxoomenergy.com or contact XOOM Energy Customer Care at 888.997.8979 to speak with an agent. Visit our online Frequently Asked Questions library (xoomenergy.com/en/faq) to find out if Budget Billing is available in your market.

We look forward to serving you in the future! If you have any questions regarding your account or the transition of your service to XOOM, please contact XOOM Energy Customer Care at your convenience.

XOOM Energy Customer Care
myxoomenergy.com
888-997-8979 | 8am - 9pm | Monday - Friday

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Your privacy is important to us. Please review XOOM Energy's Online Privacy Policy.



SIMPLEFLEX (PROMO) TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SimpleFlex (Promo) plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin when your local utility switches your account to XOOM and will continue on a month-to-month basis.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for natural gas purchases will be a variable rate, per Mcf, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days of your enrollment authorization and receipt of this Agreement without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your local utility distribution company. Payment is due by the date set forth on the invoice.

DEOGRIF00200100000000001



Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing nor plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8am-11pm. Saturday – 9am-7pm, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078, or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio (“PUCO”) by calling 1-800-686-7826 (toll free) or for TDD/TTY toll free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website <http://www.puco.ohio.gov>.

You may also contact the Ohio Consumers’ Counsel for assistance with complaint and utility issues at 1-877-742-5622 (toll free) from 8 a.m. - 5 p.m. weekdays, or at www.pickocc.org.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Dominion East of Ohio at 877.542.2630. IN THE EVENT YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL UTILITY.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous: You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility



company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00662546	Owner: Maureen Harbolt
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 02-02-2021	Date Closed: 02-09-2021
Case Age in Business Days: 12	

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: Wayne
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: West Salem	Service Address Zip:
Service Address Country: United States	Service Address Phone:

Industry Information

AIQ Industry: Gas	Territory Account: 001t0000008OFY7AAO
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: 343097	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:

Emailed CH to close.

Case Comments

Created Date	Comment
2/2/2021 12:12:29 PM	cust was told the rate would be less than cgo and she received her first bill and it wasn't. she was as signed up by messenger and then text message. the rate shes supposed to be getting is 0.003990 ccf but they are charging additional charges that wasn't discussed also now that shes ready to cancel due to the misleading they are wanting to charge her \$110 cust would like this looked into she doesnt feel this is right adv cust of investigation process icb

2/8/2021 7:27:12 AM

CO response:

██████████ enrolled with XOOM Energy on November 29, 2020 through XOOM Energy's website. At the time of the enrollment, ██████████ signed up for XOOM Energy's SureLock 12 product, a fixed price plan for a duration of 12 months, for her natural gas account. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order. XOOM Energy's internal email tracking system indicates the confirmation email was rendered and opened (see attached). Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event. It is important to note the phone number ██████████ to which the welcome call was placed matches the phone number provided on the complaint filed with Commission, indicating the customer received the welcome call.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Brittany Mowrer, and training was completed on November 28, 2020.

On February 2, 2021, ██████████ contacted XOOM Energy's Customer Care Department regarding the account. Per XOOM Energy's verification process, the Care agent asked ██████████ the security question on the account. ██████████ was able to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. ██████████ advised the rate the independent representative advised her that she would be charged is not what she is being billed. The Care agent reviewed the plan ██████████ enrolled in and explained that in the welcome email in which she opened and rendered outlined the SureLock 12 plan at a rate of \$0.399/ccf with an early termination fee of \$110 should she wish to cancel within the 12 months of her term. ██████████ then inquired about which taxes are being billed NC or OH and the Care agent referred ██████████ to review her terms and conditions that was included in her email. ██████████ became upset that we were charging her more for taxes and then inquired how to cancel her services. The Care agent explained to ██████████ that she would need to advise the Care agent if she wishes to cancel but to remember she is in a contract that would assess an early termination fee of \$110. ██████████ got upset and then terminated the call without providing any further direction.

It is important to note that the terms and conditions of the natural gas supply contract with XOOM Energy calls for an early termination fee of \$110.

*****no documentation was provided, follow up sent to co*****

2/9/2021 10:35:37 AM	Called customer to close, advised of co response and documentation. Customer states the rep texted her the price, and it's supposed to be \$0.3 per ccf, not \$0.399 per ccf. Advised the online agreement says \$0.399, and customer asked for the information be sent to her AOL email.
2/9/2021 3:53:08 PM	Resolution Comments: Emailed CH to close.

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: Courtney Fleming	Last Modified by: Samantha Boerstler
# Tasks Correspondence Review: 1	Next Activity Date:
# Tasks Correspondence Review:1	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 2/3/2021 8:58:14 AM

Email HTML Version:



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

CASE ID: 00662546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio 44287

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

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

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2. If the solicitation was completed by a third party vendor, which vendor.
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Please also provide copies of all enrollment materials to include (as

applicable):

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

Sincerely,

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._500t0g2f3j:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00662546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio 44287

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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Please review the account and advise:

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

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ref:_00Dt0GzXt._500t0g2f3j:ref

Email Created Date: 2/5/2021 5:11:16 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Maureen Harbolt [mailto:contactthepuco@puc.state.oh.us]

Sent: Wednesday, February 3, 2021 8:59 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662546 [ref:_00Dt0GzXt._500t0g2f3j:ref]

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

CASE ID: 00662546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio
44287

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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Maureen Harbolt

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Service Monitoring and Enforcement Department
Customer Service Investigator
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Email Text Version:

Good Afternoon,

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Thank you
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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From: Maureen Harbolt [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Wednesday, February 3, 2021 8:59 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662546 [ref:_00Dt0GzXt._500t0g2f3j:ref]

[Image removed by sender.]

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

CASE ID: 00662546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio 44287

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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[Image removed by sender.]

ref:_00Dt0GzXt._500t0g2f3j:ref

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Email Created Date: 2/8/2021 7:26:25 AM

Email HTML Version:



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00662546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio
44287

AIQ: XOOM Energy Ohio LLC

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

DESCRIPTION OF ISSUE:

Thank you for the information provided, however no enrollment documentation was provided. Since this was an online enrollment please provide the confirmation page and all of the applicable documentation requested in the initial request.

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: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/5/2021 5:09 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662546 [ref:_00Dt0GzXt._500t0g2f3j:ref]

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Bilingual NWM & Quality Assurance Specialist



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Sent: Wednesday, February 3, 2021 8:59 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662546 [ref:_00Dt0GzXt._500t0g2f3j:ref]

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

CASE ID: 00662546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio 44287

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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

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7. The contract expiration notices mailed to the customer.

Sincerely,

Maureen Harbolt

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

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._500t0g2f3j:ref

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Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00662546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio 44287

AIQ: XOOM Energy Ohio LLC

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

DESCRIPTION OF ISSUE:

Thank you for the information provided, however no enrollment documentation was provided. Since this was an online enrollment please provide the confirmation page and all of the applicable documentation requested in the initial request.

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Maureen Harbolt

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Case Number: 00662546

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/5/2021 5:09 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662546 [ref:_00Dt0GzXt._500t0g2f3j:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist

XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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From: Maureen Harbolt [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, February 3, 2021 8:59 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662546 [ref:_00Dt0GzXt._500t0g2f3j:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00662546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED] West Salem, Ohio 44287

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

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The Terms and Conditions of Service.

The signed Acknowledgement form.

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The Third Party Verification recording for this enrollment.

The contract expiration notices mailed to the customer.

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Service Monitoring and Enforcement Department

Customer Service Investigator

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Email Created Date: 2/8/2021 9:52:46 AM

Email HTML Version:

Good Morning,

Attached please find enrollment documents and terms and conditions to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

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Cc: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>; amy.walker@puco.ohio.gov
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662546 [ref:_00Dt0GzXt._500t0g2f3j:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00662546

CUSTOMER: Andrea Nelson

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio 44287

AIQ: XOOM Energy Ohio LLC

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

CASE ID: 00662546

CUSTOMER: Andrea Nelson

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio
44287

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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[XOOM Energy]

XOOM Energy, LLC |

[myxoomenergy.com](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjY5KVChb1$>)
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Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]

<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjU4DLcc1$>)

[139689256101723/__;!!BJC6uDBu-](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjU4DLcc1$>)

[zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjU4DLcc1\\$>](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjU4DLcc1$>)

[XOOM Energy Twitter]

<[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjQk5UuWx$>)

[zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjQk5UuWx\\$>](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjQk5UuWx$>)

[XOOM Energy LinkedIn]

<[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjdymcBn6$>)

[energy__;!!BJC6uDBu-](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjdymcBn6$>)

[zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjdymcBn6\\$>](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjdymcBn6$>)

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From: Maureen Harbolt [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, February 8, 2021 7:26 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Cc: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>;
amy.walker@puco.ohio.gov
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00662546 [
ref:_00Dt0GzXt._500t0g2f3j:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00662546
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] West Salem, Ohio 44287
SERVICE ADDRESS: [REDACTED], West Salem, Ohio 44287
AIQ: XOOM Energy Ohio LLC

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www.PUCO.ohio.gov<[Case Number: 00662546](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjWq2cjtN$></p></div><div data-bbox=)

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[XOOM Energy]

XOOM Energy, LLC |
myxoomenergy.com<[\[XOOM Energy Home\]<<http://xoomenergy.com/en>> \[XOOM Energy Facebook\]
<<\[Case Number: 00662546\]\(https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-</p></div><div data-bbox=\)](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjY5KVChbi$> 11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET</p></div><div data-bbox=)

energy__;!BJC6uDBu-

zY!c2ATs33XDdsbgRRXcHSPn2tBrV7W7UaCHyPKThTOKO916wldMiKWftS_xuv3--EJjdymcBn6\$>

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[Image removed by sender.]

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

CASE ID: 00662546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], West Salem, Ohio 44287

SERVICE ADDRESS: [REDACTED], West Salem, Ohio 44287

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: n/a

ALTERNATIVE PHONE NUMBER:

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[Image removed by sender.]

Email Created Date: 2/9/2021 3:10:33 PM

Email HTML Version:



Case Number: 00662546

Dear [REDACTED]:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Per your request, attached is your case history report. This information includes call notes, as well as case emails and attachments pertaining to your case. I hope this information will be sufficient for your purposes.

Please note that while the case history report contains most of the key information and records about your case, the PUCO likely retains some additional records that are administrative or technical in nature and/or impractical to routinely include as part of the case history report. If you are seeking any information or records maintained by the PUCO related to your case beyond those provided in the case history report, please make a public records request using the information provided at the following link:

<https://www.puco.ohio.gov/contact-us/public-records-requests-and-public-records-policy/>. In order to assist you, please also see the following link to the PUCO records retention schedule: <http://apps.das.ohio.gov/rims/SelectMenu/Selection.asp>.

If you require further assistance or have additional questions regarding this matter, please feel free to contact our PUCO Call Center at (800) 686-PUCO (7826) or visit our website at www.PUCO.ohio.gov.

Sincerely,

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Service Monitoring and Enforcement Department
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Case Images

Created Date	Images
2/5/2021 5:11:18 PM	
2/5/2021 5:11:18 PM	
2/5/2021 5:11:18 PM	
2/5/2021 5:11:18 PM	
2/5/2021 5:11:18 PM	
2/5/2021 5:11:18 PM	 
2/8/2021 7:26:25 AM	 
2/8/2021 7:26:25 AM	
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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

February 5, 2021

Ms. Maureen Harbolt
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00662546 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on November 29, 2020 through XOOM Energy's website. At the time of the enrollment, [REDACTED] signed up for XOOM Energy's SureLock 12 product, a fixed price plan for a duration of 12 months, for her natural gas account. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order. XOOM Energy's internal email tracking system indicates the confirmation email was rendered and opened (see attached). Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event. It is important to note the phone number [REDACTED] to which the welcome call was placed matches the phone number provided on the complaint filed with Commission, indicating the customer received the welcome call.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Brittany Mowrer, and training was completed on November 28, 2020.

On February 2, 2021, [REDACTED] contacted XOOM Energy's Customer Care Department regarding the account. Per XOOM Energy's verification process, the Care agent asked [REDACTED] the security question on the account. [REDACTED] was able to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. [REDACTED] advised the rate the independent representative advised her that she would be charged is not what she is being billed. The Care agent reviewed the plan [REDACTED] enrolled in and explained that in the welcome email in which she opened and rendered outlined the SureLock 12 plan at a rate of \$0.399/cf with an early termination fee of \$110 should she wish to cancel within the 12 months of her term. [REDACTED] then inquired about which taxes are being billed NC or OH and the Care agent referred [REDACTED] to review her terms and conditions that was included in her email. [REDACTED] became upset that we were charging her more for taxes and then inquired how to cancel her services. The Care agent explained to [REDACTED] that she would need to advise the Care agent if she wishes to cancel but to remember she is in a contract that would assess an early termination fee of \$110. [REDACTED] got upset and then terminated the call without providing any further direction.

It is important to note that the terms and conditions of the natural gas supply contract with XOOM Energy calls for an early termination fee of \$110.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC

New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

With your enrollment, you are eligible to receive a \$50 eGift Card after 2 consecutive months of service. Once you have completed your second consecutive month of service you will receive an email with details on how to collect your eGift Card. For full details and rules, please [click here](#).

Confirmation Number: 20201 [REDACTED]

Billing Info

[REDACTED]

West Salem, OH 44287

United States of America

Primary Phone #: [REDACTED]

Email: [REDACTED]

Service Info

Utility Name: Columbia Gas of Ohio

Gas Account Number: [REDACTED]

[REDACTED]

West Salem, OH 44287

Rate Plan

Plan: SureLock 12

Price: \$0.399/ccf

Term: 12 months

No Monthly Fee

Cost Recovery Fee: \$110.00*

*A Cost Recovery Fee is only charged in the event a customer cancels their service early. This fee is not intended as a penalty but to offset the cost of selling the unused portion of your natural gas/electricity to others.

ACN Independent Business Owner Information

Business ID: 05511030

During the Enrollment Process, you agreed to the following statements:

I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.

I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.

I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.

I am the utility account holder or a person that has legal authorization on this account.

By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.

Please send my ACN Independent Business Owner a copy of my confirmation email for their records.

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your natural gas service will be switched to XOOM Energy on your next meter read. The entire process may take 15-45 days depending on the date of your meter read.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting

<http://xoomenergy.com/en/contact-us>

Thank you for choosing XOOM Energy!

Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

customer.care@xoomenergy.com

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

© 2020 XOOM Energy, LLC.



Ohio Contract Summary

Gas Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	Fixed
Supply Price	Your rate for natural gas purchase will be a fixed price of \$0.3990 per Ccf, plus taxes and fees, if applicable.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Columbia Gas of Ohio service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$110.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Ccf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement. If XOOM wishes to lower the price per Ccf or Mcf charged to you under your existing contract due to a change in market conditions, XOOM may do so without your consent provided there are no other changes to the terms and conditions to your contract.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.



When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY tool free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.



Service Complaints:For service problems you should contact your local utility by calling: Columbia Gas of Ohio at 800.344.4077. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.



Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Admin Options

Search Enrollments

[Return to Main Menu](#)

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20201 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Rate Information

Utility Code COL-OH-GAS
Rate Code COHGRFE01200399000011002
Rate Price \$0.399

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Enrollment Status

Enrollment Complete Yes - 11/29/2020 7:21:22 PM
Enrollment Confirmed Yes - 11/29/2020 7:21:22 PM
IP Submitted [REDACTED]

Sales Agent Information

Sales Agent ID 05511030
Accreditation Number

Service Information

Service Address [REDACTED]
Service Address 2
Service City West Salem
Service State OH
Service Zip 44287
Service Zip 4 8834
Service County Wayne

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Billing Information

Company Name
First Name [Redacted]
Last Name [Redacted]
Phone Number [Redacted]
Email Address [Redacted]
Language Preference: E
Tax Exempt: No
The last 4 digits of your Social Security Number or Social Insurance Number?

Billing Address [Redacted]
Billing Address 2
Billing City West Salem
Billing State OH
Billing Zip 44287

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

eID Information

Fraud Alert Required No
Reason Passed No
Transaction ID
Transaction ID 2
Transaction ID 3

Business Information

Business Name
Other
Business Address
Business City
Business State
Business Zip

Deposit Information

Amount Owed
Credit Checked No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions No

Affirmation Statements

Date Recorded	Statement
11/29/2020 7:18:20 PM	I understand if I cancel my XOOM Energy service after the specified remorse period but before the end of the term of my agreement I am subject to a cost recovery fee.
11/29/2020 7 18 20 PM	I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly
11/29/2020 7 18 20 PM	I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
11/29/2020 7 18 20 PM	I am the utility account holder or a person that has legal authorization on this account
11/29/2020 7:18:20 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided

Administration

11/29/2020 7:18:20 PM regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care. I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.

11/29/2020 7 20 53 PM Please send my ACN Independent Business Owner a copy of my confirmation email for their records





Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00664104	Owner: Angalese Upchurch
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 02-08-2021	Date Closed: 02-22-2021
Case Age in Business Days: 18	

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 Heights	Service Address Zip:
Service Address Country: United States	Service Address Phone: [REDACTED]

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: 343097	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Called cust to close cases # 00664104 and 00664107

Adv per co:

- Online enrollment, per Xoom they have a tool in place that allows us to block an account so that it cannot be enrolled through the XOOM Energy website. We have placed this block on [REDACTED] accounts to ensure the accounts are not re-enrolled now, or in the future. If [REDACTED] wishes to enroll with XOOM Energy in the future, she would need to contact XOOM Energy's Customer Care department to have the block removed from the accounts.
- Adv cancellation was processed and the early termination fee will not be assessed.
- And adv XOOM Energy has placed [REDACTED] on our internal Do Not Contact list to ensure no communication is made with this customer.

Case Comments

Created Date	Comment
2/8/2021 4:58:04 PM	<p>Xoom Energy initiated enrollments for [REDACTED] CEI and DEO accounts and she doesn't know how it happened. She recalls Xoom attempting to call her, but she never answered.</p> <p>*Customer would like to know how any enrollment was initiated, for it to be cancelled and to be added to Xoom's do not contact list.</p>

2/9/2021 3:35:27 PM

Customer has two cases (00664104 and 00664107) for electric and gas, emailed from only 00664107:

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

CASE ID: 00664107
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Cleveland Heights, Ohio 44118
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: 3 [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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. The customer would like to cancel services and be added to your internal do not contact list.

Please review the account and advise:

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

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

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

Sincerely,

Angalese Upchurch
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.

2/22/2021 10:06:54 AM

Response from Co:

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed Ms. [REDACTED]'s customer records and our investigation has found the following:

Our records indicate [REDACTED]' natural gas supply and electric supply accounts were enrolled on February 1, 2021. [REDACTED] enrolled both the natural gas and electric supply accounts in XOOM Energy's SureLock 24 product, a fixed price plan for a duration of 24 months. As these were on-line enrollments there would be no voice recordings of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollments a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders (see attached).

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Kim Brown, and training was completed on January 21, 2016.

In conjunction with our investigation, our channel partner was asked to reach out to the independent representative. Due to the short window for our response, we have not received word back from our channel partner. Once they are able to speak with the independent representative, they will provide an update. If the independent representative fails to respond to their attempts, XOOM Energy will take the appropriate action, up to and including de-activation.

XOOM Energy has a tool in place that allows us to block an account so that it cannot be enrolled through the XOOM Energy website. We have placed this block on [REDACTED]' accounts to ensure the accounts are not re-enrolled now, or in the future. If [REDACTED] wishes to enroll with XOOM Energy in the future, she would need to contact XOOM Energy's Customer Care department to have the block removed from the accounts.

On February 5, 2021, XOOM Energy received a drop transaction for [REDACTED] electric account from the local utility. The local utility provided a return to standard offer service date of March 4, 2021. Where [REDACTED] cancellation occurred within the rescission period, the account has not and will not provision to XOOM Energy and the early termination fee will not be assessed.

On February 11, 2021, XOOM Energy received a drop transaction for [REDACTED] natural gas account from the local utility. The local utility provided a return to standard offer service date of March 2, 2021. Where [REDACTED] cancellation occurred within the rescission period, the account has not and will not provision to XOOM Energy and the early termination fee will not be assessed.

	<p>XOOM Energy has placed [REDACTED] on our internal Do Not Contact list to ensure no communication is made with this customer.</p> <p>Please let us know if you have any additional questions or if we can be of further assistance.</p> <p>Respectfully, XOOM Energy Ohio, LLC</p>
2/22/2021 10:16:33 AM	<p>Resolution Comments: Called cust to close cases # 00664104 and 00664107</p> <p>Adv per co:</p> <ul style="list-style-type: none"> • Online enrollment, per Xoom they have a tool in place that allows us to block an account so that it cannot be enrolled through the XOOM Energy website. We have placed this block on [REDACTED] accounts to ensure the accounts are not re-enrolled now, or in the future. If [REDACTED] wishes to enroll with XOOM Energy in the future, she would need to contact XOOM Energy's Customer Care department to have the block removed from the accounts. • Adv cancellation was processed and the early termination fee will not be assessed. • And adv XOOM Energy has placed [REDACTED] on our internal Do Not Contact list to ensure no communication is made with this customer.

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: Alfred Thompson
Tasks Correspondence Review: 0
Tasks Correspondence Review:0

Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Case Images

Created Date	Images
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Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00664107

Account Name: [REDACTED]

Type:

Status: Closed

Preferred Contact Method: No Preference

Owner: Angalese Upchurch

Account in Question: XOOM Energy Ohio
LLC

Account Holder:

Priority: Standard

Service Type: Residential

CASE DATES:

Date Opened: 02-08-2021

Date Closed: 02-22-2021

Case Age in Business Days: 18

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 Heights

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: 343097

Case Formal Complaint Specialist Approved:

Docketing Case Number:

Case Formal Complaint Supervisor Approved:

Legacy Case ID:

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Called cust to close cases # 00664104 and 00664107

Adv per co:

- Online enrollment, per Xoom they have a tool in place that allows us to block an account so that it cannot be enrolled through the XOOM Energy website. We have placed this block on [REDACTED] accounts to ensure the accounts are not re-enrolled now, or in the future. If [REDACTED] wishes to enroll with XOOM Energy in the future, she would need to contact XOOM Energy's Customer Care department to have the block removed from the accounts.
- Adv cancellation was processed and the early termination fee will not be assessed.
- And adv XOOM Energy has placed [REDACTED] on our internal Do Not Contact list to ensure no communication is made with this customer.

Case Comments

Created Date	Comment
2/8/2021 5:00:32 PM	<p>Xoom Energy initiated enrollments for [REDACTED] CEI and DEO accounts and she doesn't know how it happened. She recalls Xoom attempting to call her, but she never answered.</p> <p>*Customer would like to know how any enrollment was initiated, for it to be cancelled and to be added to Xoom's do not contact list.</p>

2/22/2021 10:07:11 AM

Response from Co:

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

Our records indicate [REDACTED] natural gas supply and electric supply accounts were enrolled on February 1, 2021. [REDACTED] enrolled both the natural gas and electric supply accounts in XOOM Energy's SureLock 24 product, a fixed price plan for a duration of 24 months. As these were on-line enrollments there would be no voice recordings of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollments a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders (see attached).

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2/22/2021 10:16:53 AM	<p>Resolution Comments: Called cust to close cases # 00664104 and 00664107</p> <p>Adv per co:</p> <ul style="list-style-type: none"> • Online enrollment, per Xoom they have a tool in place that allows us to block an account so that it cannot be enrolled through the XOOM Energy website. We have placed this block on [REDACTED] accounts to ensure the accounts are not re-enrolled now, or in the future. If [REDACTED] wishes to enroll with XOOM Energy in the future, she would need to contact XOOM Energy's Customer Care department to have the block removed from the accounts. • Adv cancellation was processed and the early termination fee will not be assessed. • And adv XOOM Energy has placed [REDACTED] on our internal Do Not Contact list to ensure no communication is made with this customer.

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Web Name:
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Web Email:
Web Company:
Web Zip Code:

Web Account in Question:
Web US Dot #:

System Information

Created by: Alfred Thompson
Tasks Correspondence Review: 0
Tasks Correspondence Review:0

Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Email Created Date: 2/9/2021 3:32:24 PM

Email HTML Version:

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

CASE ID: 00664107

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland Heights, Ohio 44118

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. The customer would like to cancel services and be added to your internal do not contact list.

Please review the account and advise:

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

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

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

Sincerely,

Angalese Upchurch

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._500t0ggMcz:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00664107

CUSTOMER: XXXXXXXXXX

Case Number: 00664107

ADDRESS: [REDACTED] Cleveland Heights, Ohio 44118

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SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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ref:_00Dt0GzXt._500t0ggMcz:ref

Email Created Date: 2/11/2021 5:54:46 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

Case Number: 00664107



CONFIDENTIALITY NOTICE: This electronic mail message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information may be subject to legal restriction or sanction. Please notify the sender, by electronic mail or telephone, of any unintended recipients and delete the original message without making any copies.

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, February 9, 2021 3:35 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664107 [ref:_00DtOGzXt._500t0ggMcz:ref]

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

CASE ID: 00664107
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Cleveland Heights, Ohio 44118
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ: [REDACTED]

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Angalese Upchurch

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Service Monitoring and Enforcement Department
Customer Service Investigator
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www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0ggMcz:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Text Version:

Good Afternoon,

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Please do not hesitate to contact us at consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>> should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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[Image removed by sender.]

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Provider of Natural Gas or Electric Supply
Please Respond Within 3 Business Days

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AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
NIQ: [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<[This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!b16R6MsEdC1ZdsX0Mqro31zwBYp-XrkoetBx_EQ3SEnzltre91YtfQAPQ6xBRLe_vJvoCpEM$>></p></div><div data-bbox=)

[Image removed by sender.]

ref:_00Dt0GzXt._500t0ggMcz:ref

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Case Images

Created Date	Images
2/11/2021 5:54:48 PM	
2/11/2021 5:54:48 PM	
2/11/2021 5:54:48 PM	
2/11/2021 5:54:48 PM	
2/11/2021 5:54:48 PM	
2/11/2021 5:54:48 PM	



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

Confirmation Number: 2021 [REDACTED]

Billing Info

[REDACTED]
Cleveland Hts, OH 44118
United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: FirstEnergy - The Illuminating Company
Electric Customer Number: [REDACTED]
[REDACTED]
Cleveland Hts, OH 44118

Rate Plan

Plan: SureLock 24
Price: \$0.0619/kWh
Term: 24 months
No Monthly Fee
Cost Recovery Fee: \$200.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 03355896

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*
-  *I agree to allow XOOM Energy to send me information regarding my account via a text message to any mobile phone number associated with this account.*
-  *Please send my ACN Independent Business Owner a copy of my confirmation email for their records.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form
myxoomenergy.com

customer-care@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

© 2021 XOOM Energy, LLC.



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

Confirmation Number: 2021 [REDACTED]

Billing Info

[REDACTED]
Cleveland Hts, OH 44118
United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: Dominion East of Ohio
Gas Account Number: [REDACTED]
[REDACTED]
Cleveland Hts, OH 44118

Rate Plan

Plan: SureLock 24
Price: \$2.89/Mcf
Term: 24 months
No Monthly Fee
Cost Recovery Fee: \$200.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 03355896

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the utility account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I agree to allow XOOM Energy to send me information regarding my account via a text message to any mobile phone number associated with this account.*
-  *Please send my ACN Independent Business Owner a copy of my confirmation email for their records.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your natural gas service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the date of your meter read.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>.

Thank you for choosing XOOM Energy!



XOOM
xtras

XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!

Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

cu_tomercare@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

February 11, 2021

Ms. Angalese Upchurch
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00664107 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED]'s customer records and our investigation has found the following:

Our records indicate [REDACTED]' natural gas supply and electric supply accounts were enrolled on February 1, 2021. [REDACTED] enrolled both the natural gas and electric supply accounts in XOOM Energy's SureLock 24 product, a fixed price plan for a duration of 24 months. As these were on-line enrollments there would be no voice recordings of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollments a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders (see attached).

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Kim Brown, and training was completed on January 21, 2016.

In conjunction with our investigation, our channel partner was asked to reach out to the independent representative. Due to the short window for our response, we have not received word back from our channel partner. Once they are able to speak with the independent representative, they will provide an update. If the independent representative fails to respond to their attempts, XOOM Energy will take the appropriate action, up to and including de-activation.

XOOM Energy has a tool in place that allows us to block an account so that it cannot be enrolled through the XOOM Energy website. We have placed this block on [REDACTED]' accounts to ensure the accounts are not re-enrolled now, or in the future. If [REDACTED] wishes to enroll with XOOM Energy in the future, she would need to contact XOOM Energy's Customer Care department to have the block removed from the accounts.

On February 5, 2021, XOOM Energy received a drop transaction for [REDACTED]' electric account from the local utility. The local utility provided a return to standard offer service date of March 4, 2021. Where [REDACTED]' cancellation occurred within the rescission period, the account has not and will not provision to XOOM Energy and the early termination fee will not be assessed.

On February 11, 2021, XOOM Energy received a drop transaction for [REDACTED]' natural gas account from the local utility. The local utility provided a return to standard offer service date of March 2, 2021. Where [REDACTED]' cancellation occurred within the rescission period, the account has not and will not provision to XOOM Energy and the early termination fee will not be assessed.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

XOOM Energy has placed [REDACTED] on our internal Do Not Contact list to ensure no communication is made with this customer.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



Admin Options

Return to Main Menu

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20210
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 2/1/2021 11:13:33 PM
Enrollment Confirmed Yes - 2/1/2021 11:13:33 PM
IP Submitted

Sales Agent Information

Sales Agent ID 03355896
Accreditation Number

Account Information

Account Number
Meter Number
Customer Name Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code CEI
Rate Code CEIERFE02400061900020001
Rate Price \$0.0619

Payment Information

Payment Needed No
Payment Type PPL Custom
Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address
Service Address 2
Service City Cleveland Hts
Service State OH
Service Zip 44118
Service Zip 4 1137
Service County Cuyahoga

Billing Information

Company Name 03355896
First Name [REDACTED]
Last Name [REDACTED]
Phone Number [REDACTED]
Email Address [REDACTED]

Language Preference: E
Tax Exempt: No

The last 4 digits of your Social Security Number or Social Insurance Number?

eID Information

Fraud Alert Required Reason Passed Transaction ID Transaction ID 2 Transaction ID 3
 No
 No
 No
 No

Deposit Information

Amount Owed Credit Checked Equifax Transaction ID Experian Transaction ID Experian No Hit Transaction ID Adverse Actions
 No
 No

Affirmation Statements

Date Recorded	Statement
2/1/2021 11:09:01 PM	I understand if I cancel my XOOM Energy service after the specified remorse period but before the end of the term of my agreement I am subject to a cost recovery fee.
2/1/2021 11:09:01 PM	I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment To cancel I need to contact my utility directly.
2/1/2021 11:09:01 PM	I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
2/1/2021 11:09:01 PM	I am the account holder or a person that has legal authorization on this account.
2/1/2021	By clicking "submit " I provide my signature expressly consenting to being sent any

Billing Address [REDACTED]
Billing Address 2
Billing City Cleveland Hts
Billing State OH
Billing Zip 44118

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

Business Information

Business Name
Other
Business Address
Business City
Business State
Business Zip

11:09:01 PM	future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.
2/1/2021 11 09 01 PM	I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.
2/1/2021 11:09:01 PM	I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.
2/1/2021 11:12:55 PM	I agree to allow XOOM Energy to send me information regarding my account via a text message to any mobile phone number associated with this account.
2/1/2021 11:12:55 PM	Please send my ACN Independent Business Owner a copy of my confirmation email for their records.





Admin Options

[Return to Main Menu](#)

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20210 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 2/1/2021 11:13:37 PM
Enrollment Confirmed Yes - 2/1/2021 11:13:37 PM
IP Submitted [REDACTED]

Sales Agent Information

Sales Agent ID 03355896
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DEO
Rate Code DEOGRFE02400289000020001
Rate Price \$2.89

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2
Service City Cleveland Hts
Service State OH
Service Zip 44118
Service Zip 4 1137
Service County Cuyahoga

Billing Information

Company Name 03355896
First Name [Redacted]
Last Name [Redacted]
Phone Number [Redacted]
Email Address [Redacted]

Language Preference: E
Tax Exempt: No

The last 4 digits of your Social Security Number or Social Insurance Number?

eID Information

Fraud Alert Required Reason Passed Transaction ID Transaction ID 2 Transaction ID 3
No
No
No
No

Deposit Information

Amount Owed Credit Checked Equifax Transaction ID Experian Transaction ID Experian No Hit Transaction ID Adverse Actions
No
No

Affirmation Statements

Date Recorded	Statement
2/1/2021 11:09:53 PM	I understand if I cancel my XOOM Energy service after the specified remorse period but before the end of the term of my agreement I am subject to a cost recovery fee.
2/1/2021 11 09 53 PM	I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly
2/1/2021 11 09 53 PM	I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
2/1/2021 11 09 53 PM	I am the utility account holder or a person that has legal authorization on this account
2/1/2021 11:09:53 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided

Billing Address [Redacted]
Billing Address 2
Billing City Cleveland Hts
Billing State OH
Billing Zip 44118

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

Business Information

Business Name
Business Address
Business City
Business State
Business Zip

2/1/2021 11:09:53 PM	regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care. I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.
2/1/2021 11:12:55 PM	I agree to allow XOOM Energy to send me information regarding my account via a text message to any mobile phone number associated with this account
2/1/2021 11:12:55 PM	Please send my ACN Independent Business Owner a copy of my confirmation email for their records.





Ohio Contract Summary

Gas Supplier Information	<i>XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</i>
Price Structure	<i>Fixed</i>
Supply Price	<i>Your rate for natural gas purchase will be a fixed price of \$2.8900 per Mcf, plus taxes and fees, if applicable.</i>
Statement Regarding Savings	<i>The supply price may not always provide a savings.</i>
Deposit	<i>No deposit required in Dominion East of Ohio service territory.</i>
Contract Term and Expiration Date	<i>The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twenty-four (24) consecutive months.</i>
Renewal Terms	<i>Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.</i>
Cancellation	<i>You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.</i>
Early Termination Fee	<i>\$200.</i>

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 24 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 24 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Mcf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory,



provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY tool free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Dominion East of Ohio at 877.542.2630. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL

DEOGRFE02400289000020001



UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject



matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Ohio Contract Summary

Electricity Supplier Information	XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0619 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. Please see your Terms and Conditions for more details.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twenty-four (24) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$200.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 24 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 24 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price: As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs: Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay monthly the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. If you do not meet our credit standards or cannot demonstrate satisfactory credit, XOOM may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall be in compliance with any applicable Ohio statute, regulation, or other controlling authority and will be requested prior to beginning service with XOOM. XOOM will apply any cash deposit held on your behalf plus any accrued interest as determined by any applicable Ohio statute, regulation, or other controlling authority to the outstanding balance on your final bill, if applicable and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may



visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio (“PUCO”) for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer’s Counsel (“OCC”) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment:This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints:For service problems or complaints, you should contact your local utility by calling: FirstEnergy - The Illuminating Company at 888.544.4877. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility’s tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering:Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous:Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility’s regulated sales service rate.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL,



CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00664729
Account Name: [REDACTED]
Type: [REDACTED]
Status: Closed
Preferred Contact Method: No Preference
Owner: Leah Lehman - Harris
Account in Question: XOOM Energy Ohio LLC
Account Holder: [REDACTED]
Priority: Standard
Service Type: Residential

CASE DATES:

Date Opened: 02-10-2021
Date Closed: 03-25-2021
Case Age in Business Days: 60

Contact Information

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

Service Address Information

Service Account Number: [REDACTED]
Service Address Street: [REDACTED]
Service Address City: New Albany
Service Address Country: United States
Service Address County: Franklin
Service Address State: Ohio
Service Address Zip: [REDACTED]
Service Address Phone: [REDACTED]

Industry Information

AIQ Industry: Gas
AIQ Sub-Industry: Competitive Retail Natural Gas Service Provider
AIQ Sub-Sub-Industry: [REDACTED]
Non-Jurisdictional Case:
Territory Account: 001t0000008OFY7AAO
General Code: Billing -- Gas
Specific Code: Contract Terms Altered

Additional Information

PUCO ID: 343097
Docketing Case Number: [REDACTED]
Legacy Case ID: [REDACTED]
Case Formal Complaint Specialist Approved: [REDACTED]
Case Formal Complaint Supervisor Approved: [REDACTED]

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Email sent to customer stating:

Xoom's response was that you enrolled in a variable rate online with a three-month promotional price on July 27, 2020. The service became effective on August 6, 2020 and ended on February 4, 2021. The variable rate listed on the website has a disclosure stating that it is a promotional rate. Xoom indicated the variable rate charged was "based upon a number of factors, which may include but not limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and Xoom's pricing strategies."

Case Comments

Created Date	Comment
2/10/2021 7:47:55 PM	Description: I entered into a natural gas supplier agreement with Xoom several months ago. The agreement was for a fixed rate over a specified period. When the time period was ending, I understood the agreement would rollover to a variable pricing. I went to Xoom's website and entered my address to check their variable pricing. My next gas bill was understandably at a higher rate than the recently expired fixed rate, but also differed from the market variable pricing shown on Xoom's website. I assumed it must be a timing issue and checked again. The same issue happened the second month, so I called Xoom. I was told they couldn't provide me with the market rate. I understand how market rates vary on commodity exchanges, but the residential rate must be set at some point during the month. Xoom refused to provide it's current market rate or explain when it does get set. I promptly found another supplier and changed, but you know that the change doesn't occur until after the next meter reading cycle. I just received my Columbia Gas bill and astounded to see the Xoom rate (my final month with them) of \$0.679/ccf which is nearly double CGO's SCO rate is \$0.383/ccf. While this may be permissible, it's an incredibly bad business practice and an outrageous way to treat customers. I made the switch on 1/19/21, but I have to pay this outrageous bill to an unworthy company. It's unfortunate that the switch doesn't happen more promptly and I'm forced to enable Xoom to rip me off. You should require approved energy suppliers to provide clear, timely pricing information. At the minimum, I hope you log many complaints against this horrible company.
2/18/2021 8:47:44 AM	Xoom states that the customer enrolled in a variable rate via online enrollment in July 2020. The enrollment began in August 2020 and ended February 4, 2021.

3/4/2021 7:29:29 AM	<p>XOOM Energy's variable rate product includes a promotional price for a duration of a certain amount of billing periods. After the promotional price ends, the customer's account receives the standard variable price for the market as set by XOOM Energy each month. The below statement is outlined in the customer's enrollment confirmation:</p> <p>*During the enrollment process, you selected our variable price product which includes a promotional price on your {Promotional Term}. This promotional price is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional price. Your promotional price will be applied during your {Promotional Term} bill cycle(s). After your {Promotional Term} bill cycle(s), you will receive our standard variable price for your market. Your price going forward will be the prevailing variable price set by XOOM each month.</p>
3/22/2021 7:44:26 AM	<p>The promotional rate that is presented on the XOOM Energy website is the current promotional rate being offered in conjunction with the variable rate plan. The promotional rate is for a specified period of time. [REDACTED] confirmation email outlines the promotional rate he was to receive and the term for which that promotional rate is for - \$0.269 /ccc for the first 3 bills.</p>
3/25/2021 1:47:27 PM	<p>Email sent to customer stating:</p> <p>Xoom's response was that you enrolled in a variable rate online with a three-month promotional price on July 27, 2020. The service became effective on August 6, 2020 and ended on February 4, 2021. The variable rate listed on the website has a disclosure stating that it is a promotional rate. Xoom indicated the variable rate charged was "based upon a number of factors, which may include but not limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and Xoom's pricing strategies."</p>

Web Information

Web Name [REDACTED]	Web Account in Question: Xoom Energy Ohio
Web Home Phone: [REDACTED]	Web US Dot #:
Web Email [REDACTED]	
Web Company:	
Web Zip Code:	

System Information

Created by: Default User	Last Modified by: Nedra Ramsey
# Tasks Correspondence Review: 1	Next Activity Date:
# Tasks Correspondence Review:1	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 2/10/2021 7:47:57 PM

Email HTML Version:



Dear [REDACTED]:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Your case number is 00664729.

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/PUCOOhio>

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

ref:_00Dt0GzXt._500t0gh54p:ref

Email Text Version:

Dear [REDACTED]:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Your case number is 00664729.

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/PUCOOhio>

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ref:_00Dt0GzXt._500t0gh54p:ref

Email Created Date: 2/11/2021 8:25:59 AM

Email HTML Version:



Case Number: 00664729

Dear [REDACTED]

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) regarding XOOM Energy Ohio LLC. I opened an investigation on your behalf and will advise you of my progress. Please note that the Company has 10 business days in which to respond to my initial information request.

Your case number is 00664729. If you have questions or need additional information, please contact me at (800) 686-PUCO (7826) or via our web site at www.PUCO.ohio.gov.

Sincerely,

Leah Lehman - Harris

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

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

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

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

Sent: 2/10/2021 7:47 PM

To: [REDACTED]

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - Your Case #00664729



Dear Ted Bernard:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO).
Your case number is 00664729.

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/PUCOOhio>

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

ref:_00Dt0GzXt._500t0gh54p:ref

Email Text Version:

Case Number: 00664729

Dear [REDACTED]

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) regarding XOOM Energy Ohio LLC. I opened an investigation on your behalf and will advise you of my progress. Please note that the Company has 10 business days in which to respond to my initial information request.

Your case number is 00664729. If you have questions or need additional information, please contact me at (800) 686-PUCO (7826) or via our web site at www.PUCO.ohio.gov.

Sincerely,

Leah Lehman - Harris

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.

Case Number: 00664729

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

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

Sent: 2/10/2021 7:47 PM

To: [REDACTED]

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - Your Case #00664729

Dear [REDACTED]:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Your case number is 00664729.

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/PUCOOhio>

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ref:_00Dt0GzXt._500t0gh54p:ref

Email Created Date: 2/11/2021 8:26:18 AM

Email HTML Version:



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

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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

DESCRIPTION OF ISSUE:

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

██████████ states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

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

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

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

Sincerely,

Leah Lehman - Harris

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._500t0gh54p:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED] New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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

DESCRIPTION OF ISSUE:

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

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

Sincerely,

Leah Lehman - Harris

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._500t0gh54p:ref

Email Created Date: 2/11/2021 8:29:35 AM

Email HTML Version:

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

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

This customer has a complaint regarding the above listed supplier.
When did the supplier begin service?
When will the supplier end service?
Please provide bill copies with supplier listed.

Sincerely,

Leah Lehman - Harris

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._500t0gh54p:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Please Respond Within 10 Business Days

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

This customer has a complaint regarding the above listed supplier.

When did the supplier begin service?

When will the supplier end service?

Please provide bill copies with supplier listed.

Sincerely,

Leah Lehman - Harris

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._500t0gh54p:ref

Email Created Date: 2/12/2021 7:21:14 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET



CONFIDENTIALITY NOTICE: This electronic mail message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information may be subject

to legal restriction or sanction. Please notify the sender, by electronic mail or telephone, of any unintended recipients and delete the original message without making any copies.

From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]
Sent: Thursday, February 11, 2021 8:29 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

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

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

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

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

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

Sincerely,

Leah Lehman - Harris
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._500t0gh54p:ref

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Email Text Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>> should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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[Image removed by sender.]

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply
Please Respond Within 3 Business Days

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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Service Monitoring and Enforcement Department
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[www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcwwNHihSO0HPy8c_-PRIsc3F5EvStjvOKnbgwQE9IpkLPnwBvUFh5UVUAft2C1_45D4Xrf\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcwwNHihSO0HPy8c_-PRIsc3F5EvStjvOKnbgwQE9IpkLPnwBvUFh5UVUAft2C1_45D4Xrf$>)

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[Image removed by sender.]

ref:_00Dt0GzXt._500t0gh54p:ref

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Email Created Date: 2/16/2021 10:56:05 AM

Email HTML Version:



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

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

This customer has a complaint regarding the above listed supplier.

When did the supplier begin service?

When will the supplier end service?

Please provide bill copies with supplier listed.

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Text Version:

Initial Submission of a Consumer Complaint

Please Respond Within 10 Business Days

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

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ref: _00Dt0GzXt._500t0gh54p:ref

Email Created Date: 2/17/2021 9:48:28 AM

Email HTML Version:

Hi Leah,

Please see below,

██████████ ██████████
██████████ ██████████
NEW ALBANY, OH 43054-8328

This customer has a complaint regarding the above listed supplier.

When did the supplier begin service?***08-06-2020

When will the supplier end service?***02-04-2021

Please provide bill copies with supplier listed.

Dyceria Drakeford/Customer Care Specialist II/COH
290 W. Nationwide Blvd./ Columbus, OH 43215
office/614-460-4651---fax/614-460-5901
ddrakeford@nisource.com

From: Leah Lehman - Harris <contactthepuco@puc.state.oh.us>
To: "customerrelations@nisource.com" <customerrelations@nisource.com>,
Date: 02/11/2021 08:29 AM
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt_500t0gh54p:ref]

USE CAUTION: This email was sent from an external source. Think before you click links or open attachments. If suspicious, please forward to security@nisource.com for review.

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

CASE ID: 00664729

CUSTOMER: [REDACTED]
ADDRESS: [REDACTED],
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: [REDACTED]
NIQ: [REDACTED]

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Please provide bill copies with supplier listed.

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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www.PUCO.ohio.gov

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Alert Button if available.

Email Text Version:

Hi Leah,

Please see below,



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When will the supplier end service?***02-04-2021

Please provide bill copies with supplier listed.

Dyceria Drakeford/Customer Care Specialist II/COH
290 W. Nationwide Blvd./ Columbus, OH 43215
office/614-460-4651---fax/614-460-5901
ddrakeford@nisource.com

From: Leah Lehman - Harris <contactthepuco@puc.state.oh.us>
To: "customerrelations@nisource.com" <customerrelations@nisource.com>,
Date: 02/11/2021 08:29 AM
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

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

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [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://urldefense.proofpoint.com/v2/url?u=https-3A__www.puco.ohio.gov_&d=DwMCAw&c=YOzCdXTMOJcLV4Fef-GHbw&r=p1D7KhAgYdEb96ycpBUSTtRO8JKZF43PtP1sSru9LWU&m=oycQeEbgqisIAps_12Lbg572IEOGp1PMo5eNNaTiugS4&s=swFWCzJy0wk6iCr_CQz1nOIFd8vln6ztkiRSKqTqMpY&e=>)<https://urldefense.proofpoint.com/v2/url?u=https-3A__www.puco.ohio.gov_&d=DwMCAw&c=YOzCdXTMOJcLV4Fef-GHbw&r=p1D7KhAgYdEb96ycpBUSTtRO8JKZF43PtP1sSru9LWU&m=oycQeEbgqisIAps_12Lbg572IEOGp1PMo5eNNaTiugS4&s=swFWCzJy0wk6iCr_CQz1nOIFd8vln6ztkiRSKqTqMpY&e=>>

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Email Created Date: 2/18/2021 9:53:11 AM

Email HTML Version:



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

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CUSTOMER: [REDACTED].

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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When did the supplier begin service?

When will the supplier end service?

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Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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www.PUCO.ohio.gov

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Email Text Version:

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ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

Case Number: 00664729

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER [REDACTED]

NIQ: [REDACTED]

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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ref: _00Dt0GzXt._500t0gh54p:ref

Email Created Date: 2/18/2021 9:54:11 AM

Email HTML Version:

Please disregard this email. This information has already been provided.

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

From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]

Sent: 2/18/2021 9:53 AM

To: customerrelations@nisource.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]



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

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ADDRESS: [REDACTED],

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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When will the supplier end service?

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Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
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Email Created Date: 2/18/2021 9:55:45 AM

Email HTML Version:



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

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Service Monitoring and Enforcement Department
Customer Service Investigator
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www.PUCO.ohio.gov

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/12/2021 7:20 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET



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Sent: Thursday, February 11, 2021 8:29 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**Initial Submission of a Consumer Complaint
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CASE ID: 00664729

CUSTOMER: [REDACTED]

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SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

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Customer Service Investigator

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/12/2021 7:20 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist

XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]
Sent: Thursday, February 11, 2021 8:29 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

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

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Created Date: 2/24/2021 7:23:18 AM

Email HTML Version:



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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Sent: 2/18/2021 9:55 AM

To: raguila@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]



PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

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ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: ([REDACTED])

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

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED],

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

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Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: ([REDACTED])

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Customer Service Investigator

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Sent: 2/18/2021 9:55 AM

To: raguila@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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Service Monitoring and Enforcement Department

Customer Service Investigator

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Email Created Date: 3/2/2021 7:30:28 AM

Email HTML Version:



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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Public Utilities Commission of Ohio

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Customer Service Investigator

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From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/24/2021 7:23 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
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PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

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SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

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Provider of Natural Gas or Electric Supply
Please Respond Within 3 Business Days**

CASE ID: 00664729

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Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED].

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SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

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PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

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SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

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SERVICE ACCOUNT NUMBER: [REDACTED]

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From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]

Sent: 2/18/2021 9:55 AM

To: raguila@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

Case Number: 00664729

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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

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: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/12/2021 7:20 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Thursday, February 11, 2021 8:29 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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

DESCRIPTION OF ISSUE:

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

The sales script and/or sales call used to market this customer.

The signed agreement for service.

The Terms and Conditions of Service.

The signed Acknowledgement form.

The Welcome Letter mailed to the customer.

The Third Party Verification recording for this enrollment.

The contract expiration notices mailed to the customer.

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Created Date: 3/3/2021 7:39:51 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 2, 2021 7:30 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED],
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
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Sent: 2/24/2021 7:23 AM

To: raguila@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] 2

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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Sincerely,

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: [REDACTED]
NIQ: [REDACTED]

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[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

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

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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

DESCRIPTION OF ISSUE:

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

██████████ states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

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

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

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

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Text Version:

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Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
[myxoomenergy.com](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$>)<[https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg\\$>](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$>)
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[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\\$>](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q$>)> [XOOM Energy Twitter]

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[XOOM Energy LinkedIn]</p></div><div data-bbox=)

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Sent: Tuesday, March 2, 2021 7:30 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
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[www.PUCO.ohio.gov](https://urldefense.com/v3/https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg$>)<[https://urldefense.com/v3/https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg\\$>](https://urldefense.com/v3/https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg$>)>

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[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]
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[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

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www.PUCO.ohio.gov<[https://urldefense.com/v3/_https://www.puco.ohio.gov/_;!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg\\$](https://urldefense.com/v3/_https://www.puco.ohio.gov/_;!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg$)>

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Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
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[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\\$>](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q$>) [XOOM Energy Twitter]
<[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\\$>](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ$>)
[XOOM Energy LinkedIn]

<[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw\\$>](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw$>)

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From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]

Sent: Thursday, February 11, 2021 8:29 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

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

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which vendor.
3. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
4. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

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

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

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

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcwwNHihSO0HPy8c_-PRIsc3F5EvStjvOKnbgwQE9IpkLPnwBvUFh5UVUAft2C1_45D4Xrf\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcwwNHihSO0HPy8c_-PRIsc3F5EvStjvOKnbgwQE9IpkLPnwBvUFh5UVUAft2C1_45D4Xrf$>)

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[Image removed by sender.]

ref:_00Dt0GzXt._500t0gh54p:ref

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[Image removed by sender.]

[Image removed by sender.]

[Image removed by sender.]

Email Created Date: 3/9/2021 8:30:27 AM

Email HTML Version:



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED],

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

I understand that the promotional rate is only for new customers, but the customer's concern is that the variable rate listed on the company's website differed from the rate that he was charged. Is the variable rate on the website only the promotional rate or is there elsewhere on the website that

he would find the actual current variable rate? How was the variable rate for the customer determined?

Sincerely,

Leah Lehman - Harris
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: Aguila, Rudy [raguila@xoomenergy.com]
Sent: 3/3/2021 7:37 PM
To: contactthepuco@puco.ohio.gov
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]

Sent: Tuesday, March 2, 2021 7:30 AM

To: Aguila, Rudy <raguila@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED],

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: ([REDACTED])

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DESCRIPTION OF ISSUE:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

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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From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/24/2021 7:23 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: [REDACTED]
NIQ: [REDACTED]

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Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]

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Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: ([REDACTED])

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com
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Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED],

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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

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

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enrollment? If so, will the fees be waived and if not, why?

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

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Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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!

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Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

Case Number: 00664729

www.PUCO.ohio.gov

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 3/3/2021 7:37 PM

To: contactthepuco@puco.ohio.gov

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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Sent: Tuesday, March 2, 2021 7:30 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

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Sincerely,

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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To: raguila@xoomenergy.com

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PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

Case Number: 00664729

ADDRESS: [REDACTED]

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AIQ: XOOM Energy Ohio LLC

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Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00664729

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Email Created Date: 3/15/2021 8:55:38 AM

Email HTML Version:

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: ([REDACTED])

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Please provide a response to the email sent on March 9.

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

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

From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 3/9/2021 8:30 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729
CUSTOMER: Lewis Bernard Jr.
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: ([REDACTED])
NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

I understand that the promotional rate is only for new customers, but the customer's concern is that the variable rate listed on the company's website differed from the rate that he was charged. Is the variable rate on the website only the promotional rate or is there elsewhere on the website that he would find the actual current variable rate? How was the variable rate for the customer determined?

Sincerely,

Leah Lehman - Harris
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: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 3/3/2021 7:37 PM

To: contactthepuco@puco.ohio.gov

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]

Sent: Tuesday, March 2, 2021 7:30 AM

To: Aguila, Rudy <raguila@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

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: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/24/2021 7:23 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris
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: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]

Sent: 2/18/2021 9:55 AM

To: raguila@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED],

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

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

From: Aguila, Rudy [raguila@xoomenergy.com]
Sent: 2/12/2021 7:20 PM
To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]
Sent: Thursday, February 11, 2021 8:29 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

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

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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

DESCRIPTION OF ISSUE:

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which vendor.
3. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
4. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
5. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
6. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
7. Are there any early termination fees associated with this

enrollment? If so, will the fees be waived and if not, why?

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

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

Sincerely,

Leah Lehman - Harris

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._500t0gh54p:ref

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Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Please provide a response to the email sent on March 9.

Sincerely,

Leah Lehman - Harris

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: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 3/9/2021 8:30 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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:

Case Number: 00664729

I understand that the promotional rate is only for new customers, but the customer's concern is that the variable rate listed on the company's website differed from the rate that he was charged. Is the variable rate on the website only the promotional rate or is there elsewhere on the website that he would find the actual current variable rate? How was the variable rate for the customer determined?

Sincerely,

Leah Lehman - Harris

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: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 3/3/2021 7:37 PM

To: contactthepuco@puco.ohio.gov

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Tuesday, March 2, 2021 7:30 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Case Number: 00664729

127

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

Case Number: 00664729

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]

Sent: 2/24/2021 7:23 AM

To: raguila@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

Case Number: 00664729

129

ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

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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From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/18/2021 9:55 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

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: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/12/2021 7:20 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

XOOM Energy, LLC | myxoomenergy.com
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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]
Sent: Thursday, February 11, 2021 8:29 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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

DESCRIPTION OF ISSUE:

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

The sales script and/or sales call used to market this customer.

The signed agreement for service.

The Terms and Conditions of Service.

The signed Acknowledgement form.

The Welcome Letter mailed to the customer.

The Third Party Verification recording for this enrollment.

The contract expiration notices mailed to the customer.

Sincerely,

Leah Lehman - Harris

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._500t0gh54p:ref

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Email Created Date: 3/17/2021 11:52:46 AM

Email HTML Version:

Good Morning,

I will have a response to the request for additional information, today by end of day.

Thank you.

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

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From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]

Sent: Monday, March 15, 2021 8:56 AM

To: Aguila, Rudy <raguila@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Please provide a response to the email sent on March 9.

Sincerely,

Leah Lehman - Harris

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: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]

Sent: 3/9/2021 8:30 AM

To: raguila@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

I understand that the promotional rate is only for new customers, but the customer's concern is that the variable rate listed on the company's website differed from the rate that he was charged. Is the variable rate on the website only the promotional rate or is there elsewhere on the website that he would find the actual current variable rate? How was the variable rate for the customer determined?

Sincerely,

Leah Lehman - Harris

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: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 3/3/2021 7:37 PM

To: contactthepuco@puco.ohio.gov

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 2, 2021 7:30 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

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

From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/24/2021 7:23 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: [REDACTED]
NIQ: [REDACTED]

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Leah Lehman - Harris
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: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]

Sent: 2/18/2021 9:55 AM

To: raguila@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

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Leah Lehman - Harris

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: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/12/2021 7:20 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET



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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]

Sent: Thursday, February 11, 2021 8:29 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

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

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED],

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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

DESCRIPTION OF ISSUE:

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which vendor.
3. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
4. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
5. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
6. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
7. Are there any early termination fees associated with this

enrollment? If so, will the fees be waived and if not, why?

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

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

Sincerely,

Leah Lehman - Harris

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._500t0gh54p:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Text Version:

Good Morning,

I will have a response to the request for additional information, today by end of day.

Thank you.

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]

<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]

<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]

<<https://www.linkedin.com/company/xoom-energy>>

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From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]

Sent: Monday, March 15, 2021 8:56 AM

To: Aguila, Rudy <raguila@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: 00664729

Case Number: 00664729

149

CUSTOMER: [REDACTED].
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: [REDACTED]
NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

Please provide a response to the email sent on March 9.

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcWXjXr8erRQfzUVXmAEH_3U4x6DACzIWGSVxPq49_U-qCVVNLsaH9uELSphi-nxkg$>)

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

From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 3/9/2021 8:30 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

I understand that the promotional rate is only for new customers, but the customer's concern is that the variable rate listed on the company's website differed from the rate that he was charged. Is the variable rate on the website only the promotional rate or is there elsewhere on the website that he would find the actual current variable rate? How was the variable rate for the customer determined?

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcWXjXr8erRQfzUVXmAEH_3U4x6DACzIWGSVxPq49_U-qCVVNLsaH9uELSphi-nxkg$>)<[https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcWXjXr8erRQfzUVXmAEH_3U4x6DACzIWGSVxPq49_U-qCVVNLsaH9uELSphi-nxkg\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcWXjXr8erRQfzUVXmAEH_3U4x6DACzIWGSVxPq49_U-qCVVNLsaH9uELSphi-nxkg$>)>

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

From: Aguila, Rudy [raguila@xoomenergy.com]
Sent: 3/3/2021 7:37 PM
To: contactthepuco@puco.ohio.gov
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com> should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
myxoomenergy.com<https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg\$>
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[XOOM Energy Home]<http://xoomenergy.com/en> [XOOM Energy Facebook]
<https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\$> [XOOM Energy Twitter]
<https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\$>
[XOOM Energy LinkedIn]
<https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw\$>

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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 2, 2021 7:30 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729
CUSTOMER: [REDACTED] r.
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)

www.PUCO.ohio.gov<https://urldefense.com/v3/_https://www.puco.ohio.gov/_;!!BJC6uDBu-zYlcYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg\$>

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

From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/24/2021 7:23 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: [REDACTED]
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www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-
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Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729
CUSTOMER: [REDACTED].
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: [REDACTED]
NIQ: [REDACTED]

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Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

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Thank you,
Rudy Aguila

Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |

myxoomenergy.com<[11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$></p></div><div data-bbox=)

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<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q$>)

139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-

w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\$> [XOOM Energy Twitter]

<[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ$>)

zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\$>

[XOOM Energy LinkedIn]

<[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw$>)

energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-

w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw\$>

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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]

Sent: Thursday, February 11, 2021 8:29 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

Case Number: 00664729

157

SERVICE ADDRESS: [REDACTED]
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

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

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

1. The sales script and/or sales call used to market this customer.

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

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcwwNHihSO0HPy8c_-PRIsc3F5EvStjvOKnbgwQE9IpkLPnwBvUFh5UVUAft2C1_45D4Xrf\$>

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[Image removed by sender.]

ref:_00Dt0GzXt._500t0gh54p:ref

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[Image removed by sender.]
[Image removed by sender.]
[Image removed by sender.]

[Image removed by sender.]

[Image removed by sender.]

Email Created Date: 3/21/2021 11:50:59 AM

Email HTML Version:

Good Afternoon Ms. Lehman-Harris,

The promotional rate that is presented on the XOOM Energy website is the current promotional rate being offered in conjunction with the variable rate plan. The promotional rate is for a specified period of time. [REDACTED] confirmation email outlines the promotional rate he was to receive and the term for which that promotional rate is for - \$0.269 /ccf for the first 3 bills. The below is from [REDACTED] confirmation email:

Rate Plan

Plan: SimpleFlex
Price: \$0.269/ccf *
Term: Monthly
No Monthly Fee

*During the enrollment process, you selected our variable rate product which includes a promotional rate on your first 3 bill(s). This promotional rate is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional rate. Your promotional rate will be applied during your first 3 bill cycle(s). After your first 3 bill cycle(s), you will receive our standard variable rate for your market. Your rate going forward will be the prevailing variable rate set by XOOM each month.

In reviewing [REDACTED] first 3 bills, we note:

Invoice Date	Bill Period	Usage ccf	XOOM Energy Charge	Rate
9/1/2020	August 3 - September 1, 2020	20	\$5.38	\$0.269
10/1/2020	September 1 - October 1, 2020	19	\$5.11	\$0.269
10/30/2020	October 1 - 30, 2020	55	\$14.80	\$0.269

In addition to the explanation provided in the confirmation email, the terms & conditions also outline how the account will be billed after the promotional period. The below is from [REDACTED] terms & conditions:



Ohio Contract Summary

Gas Supplier Information	XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Variable
Supply Price	Your rate for natural gas purchases will be a variable rate, per Ccf, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.
Statement Regarding Savings	The supply price may not always provide a savings.

XOOM Energy's ongoing variable price is set according to the factors listed in the terms of service above. The price is shown on the customer's bill each month and is not listed on XOOM's website. XOOM's variable rate customers are free to cancel without a fee.

We hope the above clarifies [REDACTED] concern. Please do not hesitate to contact us should you have any further questions.

Thank you,

Patti Kulesa

Sr. Manager, NWM Sales & Quality Control



11208 Statesville Road | Suite 200 | Huntersville, NC 28078

Direct: 704-274-3000 | pkulesa@xoomenergy.com

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From: Aguila, Rudy <raguila@xoomenergy.com>
Sent: Friday, March 19, 2021 11:06 AM
To: Kulesa, Patti <pkulesa@xoomenergy.com>
Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Monday, March 15, 2021 8:56 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729
CUSTOMER: [REDACTED].
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: [REDACTED]
NIQ: [REDACTED]

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

DESCRIPTION OF ISSUE:

I understand that the promotional rate is only for new customers, but the customer's concern is that the variable rate listed on the company's website differed from the rate that he was charged. Is the variable rate on the website only the promotional rate or is there elsewhere on the website that he would find the actual current variable rate? How was the variable rate for the customer determined?

Sincerely,

Leah Lehman - Harris

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

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

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 3/3/2021 7:37 PM

To: contactthepuco@puco.ohio.gov

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Tuesday, March 2, 2021 7:30 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

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: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/24/2021 7:23 AM
To: raguila@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris
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: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]

Sent: 2/18/2021 9:55 AM

To: raguila@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: [REDACTED]

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris

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: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 2/12/2021 7:20 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET



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From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]

Sent: Thursday, February 11, 2021 8:29 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

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

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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

DESCRIPTION OF ISSUE:

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which vendor.
3. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
4. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
5. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
6. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
7. Are there any early termination fees associated with this

enrollment? If so, will the fees be waived and if not, why?

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

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

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Text Version:

Good Afternoon Ms. Lehman-Harris,

The promotional rate that is presented on the XOOM Energy website is the current promotional rate being offered in conjunction with the variable rate plan. The promotional rate is for a specified period of time. [REDACTED] confirmation email outlines the promotional rate he was to receive and the term for which that promotional rate is for - \$0.269 /ccc for the first 3 bills. The below is from [REDACTED] confirmation email:

[cid:image012.jpg@01D71E48.6A77BE70]

In reviewing [REDACTED] first 3 bills, we note:

Invoice Date

Bill Period

Usage

ccf

XOOM Energy Charge

Rate

9/1/2020

August 3 - September 1, 2020

20

\$5.38

\$0.269

10/1/2020

September 1 - October 1, 2020

19

\$5.11

\$0.269

10/30/2020

October 1 - 30, 2020

55

\$14.80

\$0.269

In addition to the explanation provided in the confirmation email, the terms & conditions also outline how the account will be billed after the promotional period. The below is from [REDACTED].

[REDACTED] terms & conditions:

[cid:image013.jpg@01D71E48.6A77BE70]

XOOM Energy's ongoing variable price is set according to the factors listed in the terms of service above. The price is shown on the customer's bill each month and is not listed on XOOM's website. XOOM's variable rate customers are free to cancel without a fee.

We hope the above clarifies [REDACTED] concern. Please do not hesitate to contact us should you have any further questions.

Thank you,
Patti Kulesa
Sr. Manager, NWM Sales & Quality Control

[cid:image005.png@01D71E47.EF767C70]
11208 Statesville Road | Suite 200 | Huntersville, NC 28078
Direct: 704-274-3000 | pkulesa@xoomenergy.com<<mailto:pkulesa@xoomenergy.com>>

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From: Aguila, Rudy <raguila@xoomenergy.com>
Sent: Friday, March 19, 2021 11:06 AM
To: Kulesa, Patti <pkulesa@xoomenergy.com>
Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Monday, March 15, 2021 8:56 AM
To: Aguila, Rudy <raguila@xoomenergy.com<<mailto:raguila@xoomenergy.com>>>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729

CUSTOMER: [REDACTED].

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER: ([REDACTED])

NIQ: ([REDACTED])

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

DESCRIPTION OF ISSUE:

I understand that the promotional rate is only for new customers, but the customer's concern is that the variable rate listed on the company's website differed from the rate that he was charged. Is the variable rate on the website only the promotional rate or is there elsewhere on the website that he would find the actual current variable rate? How was the variable rate for the customer determined?

Sincerely,

Leah Lehman - Harris

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.](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcWXjXr8erRQfzUVXmAEH_3U4x6DACzIWGSVxPq49_U-qCVVNLsaH9uELSphi-nxkg$></p></div><div data-bbox=)

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 3/3/2021 7:37 PM

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

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com> should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |

myxoomenergy.com<https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg\$>

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<http://xoomenergy.com/en> [XOOM Energy Facebook]

<https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-

w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\$> [XOOM Energy Twitter]

<https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-

zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\$>

[XOOM Energy LinkedIn]

<https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-

w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QttuC-9Mw\$>

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From: Leah Lehman - Harris [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 2, 2021 7:30 AM
To: Aguila, Rudy <raguila@xoomenergy.com<mailto:raguila@xoomenergy.com>>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov<https://urldefense.com/v3/https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg\\$>](https://urldefense.com/v3/https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg$>)

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

From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/24/2021 7:23 AM
To: raguila@xoomenergy.com<mailto:raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729
CUSTOMER: [REDACTED].
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE NUMBER: ([REDACTED])
NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

[REDACTED] states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris
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www.PUCO.ohio.gov<https://urldefense.com/v3/_https://www.puco.ohio.gov/_;!!BJC6uDBu-
zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg\$>

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

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From: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/18/2021 9:55 AM
To: raguila@xoomenergy.com<mailto:raguila@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00664729
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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:

██████████ states that the variable rate on his bill differed from the variable rate on the company's website. Why were the variable rates different? How was the variable rate calculated?

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QuC_vUXjg$>)

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: Aguila, Rudy [raguila@xoomenergy.com]
Sent: 2/12/2021 7:20 PM
To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |

myxoomenergy.com<[https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg\\$>](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$>)
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\\$>](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q$>) [XOOM Energy Twitter]
<[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\\$>](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ$>)
[XOOM Energy LinkedIn]
<[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw\\$>](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw$>)

CONFIDENTIALITY NOTICE: This electronic mail message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information may be subject to legal restriction or sanction. Please notify the sender, by electronic mail or telephone, of any unintended recipients and delete the original message without making any copies.

From: Leah Lehman - Harris [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Thursday, February 11, 2021 8:29 AM
To: Consumer Affairs (Xoom)
<consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>>>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

[Image removed by sender.]

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

CASE ID: 00664729

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], New Albany, Ohio 43054
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
ALTERNATIVE PHONE 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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

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

[REDACTED] states that he enrolled in a fixed rate with Xoom. When the fixed rate expired and the rate was switched to a variable rate, he inquired how the variable rate was determined because it was different than the market variable rate listed on Xoom's website. He states that no one was able to explain how the variable rate was determined.

Please review the account and advise:

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

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

1. The sales script and/or sales call used to market this customer.

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

Sincerely,

Leah Lehman - Harris
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dcwwNHihSO0HPy8c_-PRIsc3F5EvStjvOKnbgwQE9IpkLPnwBvUFh5UVUAft2C1_45D4Xrf\$>

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

[Image removed by sender.]

ref:_00Dt0GzXt._500t0gh54p:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov <mailto:csc@ohio.gov> or click the Phish Alert Button if available.

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[Image removed by sender.]
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[Image removed by sender.]

Email Created Date: 3/25/2021 1:46:40 PM

Email HTML Version:



Case Number: 00664729

Dear [REDACTED]:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) and allowing me to address your concerns regarding XOOM Energy Ohio LLC (Xoom).

In your complaint, you stated that you enrolled in a fixed rate with Xoom for natural gas service. When the fixed-rate time framewas over, it rolled over to a variable rate. The variable rate that you received differed from the variable rate on the company's website. When you contacted Xoom, they were unable to provide you with the market rate.

Xoom's response was that you enrolled in a variable rate online with a three-month promotional price on July 27, 2020. The service became effective on August 6, 2020 and ended on February 4, 2021. The variable rate listed on the website has a disclosure stating that it is a promotional rate. Xoom indicated the variable rate charged was "*based upon a number of factors, which may include but not limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and Xoom's pricing strategies.*"

The PUCO does not regulate supplier rates, we can only verify that they meet the terms and conditions the customer agreed to. Should you have any additional utility-related questions, please do not hesitate to contact the PUCO Call Center at (800) 686-PUCO (7826) or visit our website at www.PUCO.ohio.gov.

Sincerely,

Leah Lehman - Harris
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: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]

Sent: 2/11/2021 8:26 AM

To: [REDACTED]

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - Case #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]



Case Number: 00664729

Dear [REDACTED]

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) regarding XOOM Energy Ohio LLC. I opened an investigation on your behalf and will advise you of my progress. Please note that the Company has 10 business days in which to respond to my initial information request.

Your case number is 00664729. If you have questions or need additional information, please contact me at (800) 686-PUCO (7826) or via our web site at www.PUCO.ohio.gov.

Sincerely,

Leah Lehman - Harris

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

Sent: 2/10/2021 7:47 PM

To: [REDACTED]

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - Your Case #00664729



Dear [REDACTED]

Thank you for contacting the Public Utilities Commission of Ohio (PUCO).
Your case number is 00664729.

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/PUCOOhio>

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

ref:_00Dt0GzXt._500t0gh54p:ref

Email Text Version:

Case Number: 00664729

Dear [REDACTED]

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) and allowing me to address your concerns regarding XOOM Energy Ohio LLC (Xoom).

In your complaint, you stated that you enrolled in a fixed rate with Xoom for natural gas service. When the fixed-rate time framewas over, it rolled over to a variable rate. The variable rate that you received differed from the variable rate on the company's website. When you contacted Xoom, they were unable to provide you with the market rate.

Xoom's response was that you enrolled in a variable rate online with a three-month promotional price on July 27, 2020. The service became effective on August 6, 2020 and ended on February 4, 2021. The variable rate listed on the website has a disclosure stating that it is a promotional rate. Xoom indicated the variable rate charged was "based upon a number of factors, which may include but not limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and Xoom's pricing strategies."

The PUCO does not regulate supplier rates, we can only verify that they meet the terms and conditions the customer agreed to. Should you have any additional utility-related questions, please do not hesitate to contact the PUCO Call Center at (800) 686-PUCO (7826) or visit our website at www.PUCO.ohio.gov.

Sincerely,

Leah Lehman - Harris
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: Leah Lehman - Harris [contactthepuco@puc.state.oh.us]
Sent: 2/11/2021 8:26 AM
To: [REDACTED]
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - Case #: 00664729 [ref:_00Dt0GzXt._500t0gh54p:ref]

Case Number: 00664729

Dear [REDACTED]

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) regarding XOOM Energy Ohio LLC. I opened an investigation on your behalf and will advise you of my progress.

Case Number: 00664729

Please note that the Company has 10 business days in which to respond to my initial information request.

Your case number is 00664729. If you have questions or need additional information, please contact me at (800) 686-PUCO (7826) or via our web site at www.PUCO.ohio.gov.

Sincerely,

Leah Lehman - Harris

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator (800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

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

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

Sent: 2/10/2021 7:47 PM

To: [REDACTED]

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - Your Case #00664729

Dear [REDACTED]:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Your case number is 00664729.

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/PUCOOhio>

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 ref: _00Dt0GzXt._500t0gh54p:ref

Case Images

Created Date	Images
2/12/2021 7:21:16 PM	
2/12/2021 7:21:16 PM	
2/12/2021 7:21:16 PM	
2/12/2021 7:21:16 PM	
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3/21/2021 11:51:05 AM	
3/21/2021 11:51:05 AM	
3/21/2021 11:51:05 AM	
3/21/2021 11:51:05 AM	<p>Rate Plan</p> <p>Plan: SimpleFlex Price: \$0.269/ccf * Term: Monthly No Monthly Fee</p> <p>*During the enrollment process, you selected our variable rate product which includes a promotional rate on your first 3 bill(s). This promotional rate is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional rate. Your promotional rate will be applied during your first 3 bill cycle(s). After your first 3 bill cycle(s), you will receive our standard variable rate for your market. Your rate going forward will be the prevailing variable rate set by XOOM each month.</p>



Ohio Contract Summary

3/21/2021 11:51:05 AM

Gas Supplier Information	XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Variable
Supply Price	Your rate for natural gas purchases will be a variable rate, per Ccf, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.
Statement Regarding Savings	The supply price may not always provide a savings.



Ohio Contract Summary

Gas Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	Variable
Supply Price	<p>Your rate for natural gas purchases will be a variable rate, per Ccf, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.</p>
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Columbia Gas of Ohio service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue on a month-to-month basis until terminated by you or XOOM.
Cancellation/Early Termination Fees	N/A

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SIMPLEFLEX TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SimpleFlex plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue on a month-to-month basis as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a variable rate, per Ccf, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate. If XOOM wishes to lower the price per Ccf or Mcf charged to you under your existing contract due to a change in market conditions, XOOM may do so without your consent provided there are no other changes to the terms and conditions to your contract.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local



utility's sales service.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your local utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing nor plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven) p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven) p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY toll free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov.

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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Columbia Gas of Ohio at 800.344.4077. IN THE EVENT YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL UTILITY.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute

COHGRIZ00300269000000002



authorization for the release of this information to XOOM.

Miscellaneous: You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure: XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

February 12, 2021

Ms. Leah Lehman-Harris
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00664729 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED]’s customer records and our investigation has found the following:

It is important to note that the account holder of record is a [REDACTED] and that there are no other authorized person(s) noted to transact on the account in our customer information system. With that being said, XOOM Energy is diligent with regard to protecting its customer’s information and provides the below strictly for the Commission’s information.

[REDACTED] enrolled with XOOM Energy on July 27, 2020 through XOOM Energy’s website. At the time of the enrollment, [REDACTED] signed up for XOOM Energy’s SimpleFlex product, a variable price plan, for his natural gas account. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order. Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event.

[REDACTED] variable price product included a promotional price for a duration of 3 billing periods for his natural gas account. After the promotional price ended, [REDACTED] natural gas account received the standard variable price for the market as set by XOOM Energy each month. The below statement is outlined in [REDACTED] terms and conditions:

**During the enrollment process, you selected our variable price product which includes a promotional price on your first 3 bill(s). This promotional price is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional price. Your promotional price will be applied during your first 3 bill cycle(s). After your first 3 bill cycle(s), you will receive our standard variable price for your market. Your price going forward will be the prevailing variable price set by XOOM each month.*

It is important to note that [REDACTED] enrolled on his own through XOOM Energy’s website, and there is no independent representative or channel partner associated with the enrollment. XOOM Energy does not have many occasions where a customer asserts an issue with their rate after enrolling themselves through our website.

On January 14, 2021, [REDACTED] contacted XOOM Energy’s Customer Care Department regarding the account. Per XOOM Energy’s verification process, the Care agent asked [REDACTED] the security question on the account. [REDACTED] was able to answer the security question correctly. [REDACTED] inquired about his rate and the Care agent explained that he was on a variable price plan and his price changes month-to-month. The Care agent then offered the XOOM Energy SureLock 12 fixed price plan and [REDACTED] declined and remained on the variable rate product.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

On January 26, 2021, XOOM Energy received a drop transaction for [REDACTED] natural gas account from the local utility. The local utility provided a return to standard offer service date of February 3, 2021 for the natural gas account.

Since, [REDACTED] was on a variable price plan at the time of cancellation, there is no early termination fee associated with the cancellation of the natural gas account.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC

Company Name
First Name [REDACTED]
Last Name [REDACTED]
Phone Number [REDACTED]
Email Address [REDACTED]
Language Preference: E
Tax Exempt: No
Your mother's maiden name?

Billing Address [REDACTED]
Billing Address 2
Billing City New Albany
Billing State OH
Billing Zip 43054

eID Information

Fraud Alert Required No
Reason Passed No
Transaction ID
Transaction ID 2
Transaction ID 3

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

Deposit Information

Amount Owed
Credit Checked No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions No

Business Information

Business Name
Other
Business Address
Business City
Business State
Business Zip

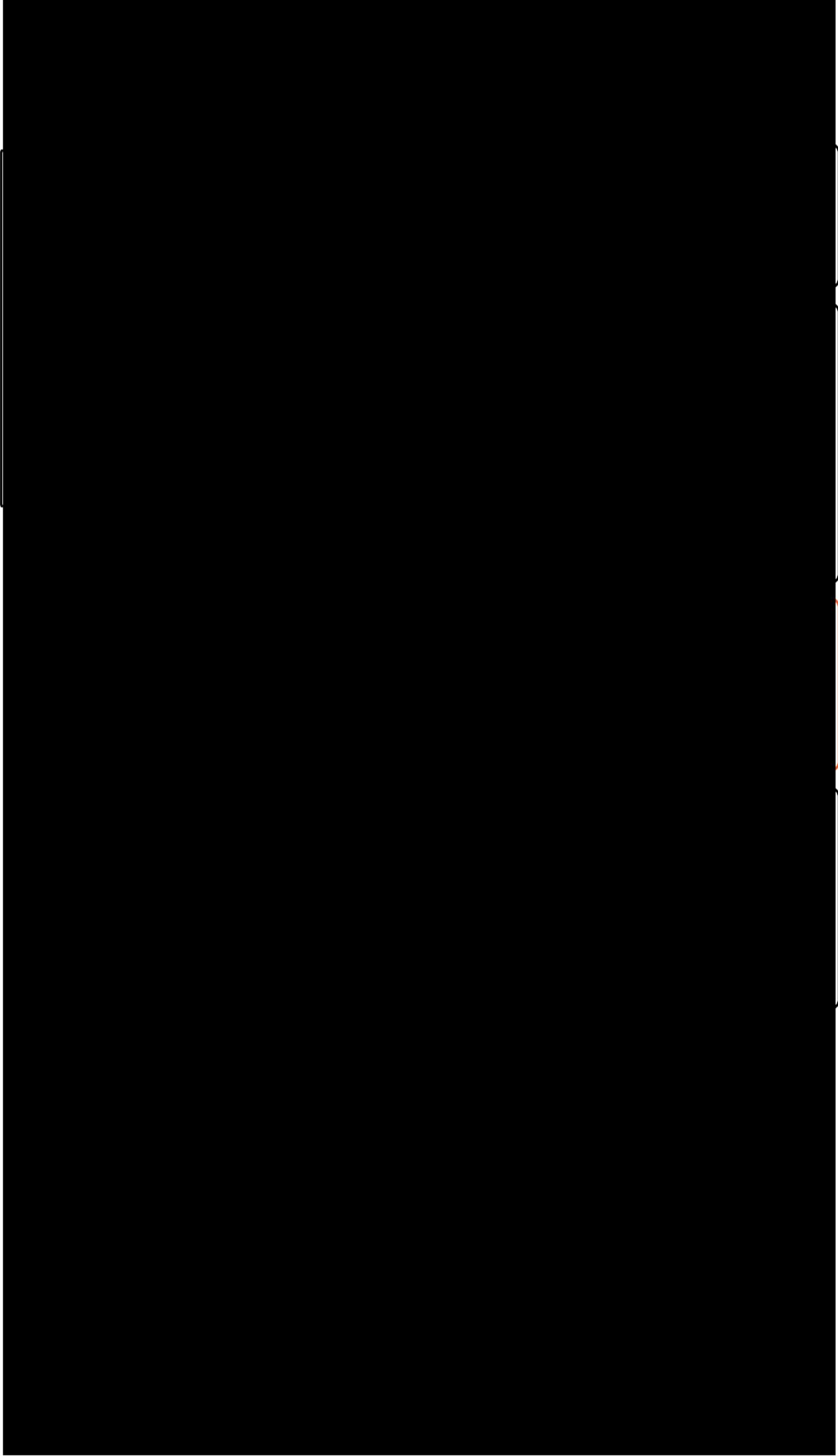
Affirmation Statements

Date Recorded	Statement
7/27/2020 8:35:32 PM	I understand that with a variable rate plan, my rate will fluctuate monthly and will be adjusted accordingly.
7/27/2020 8:35:32 PM	I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.
7/27/2020 8:35:32 PM	I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
7/27/2020 8:35:32 PM	I am the utility account holder or a person that has legal authorization on this account.
7/27/2020 8:35:32 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.
7/27/2020 8:35:32 PM	I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will

Administration

appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.





By providing Columbia Gas a telephone number, it enables us to call you about your utility service, future service appointments and other important information pertaining to your account and you're agreeing to receive autodialed and prerecorded voice calls. Please notify us if you wish to opt out or if you no longer use this number. Thank you in advance.

HeatShare Contribution

HeatShare, Columbia Gas of Ohio's fuel fund program, is a fund of last resort for households who have exhausted all other sources of assistance and still have trouble paying their heating bills. The fund is supported through donations from Columbia Gas customers and matching contributions from Columbia Gas.

* Your donation is tax-deductible.

Monthly Contribution

\$10 \$5 \$1

One-Time Contribution



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Add or Edit Email	

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Monthly Contribution

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One-Time Contribution

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Monthly Contribution

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Monthly Contribution

One-Time Contribution

\$10 \$5 \$1



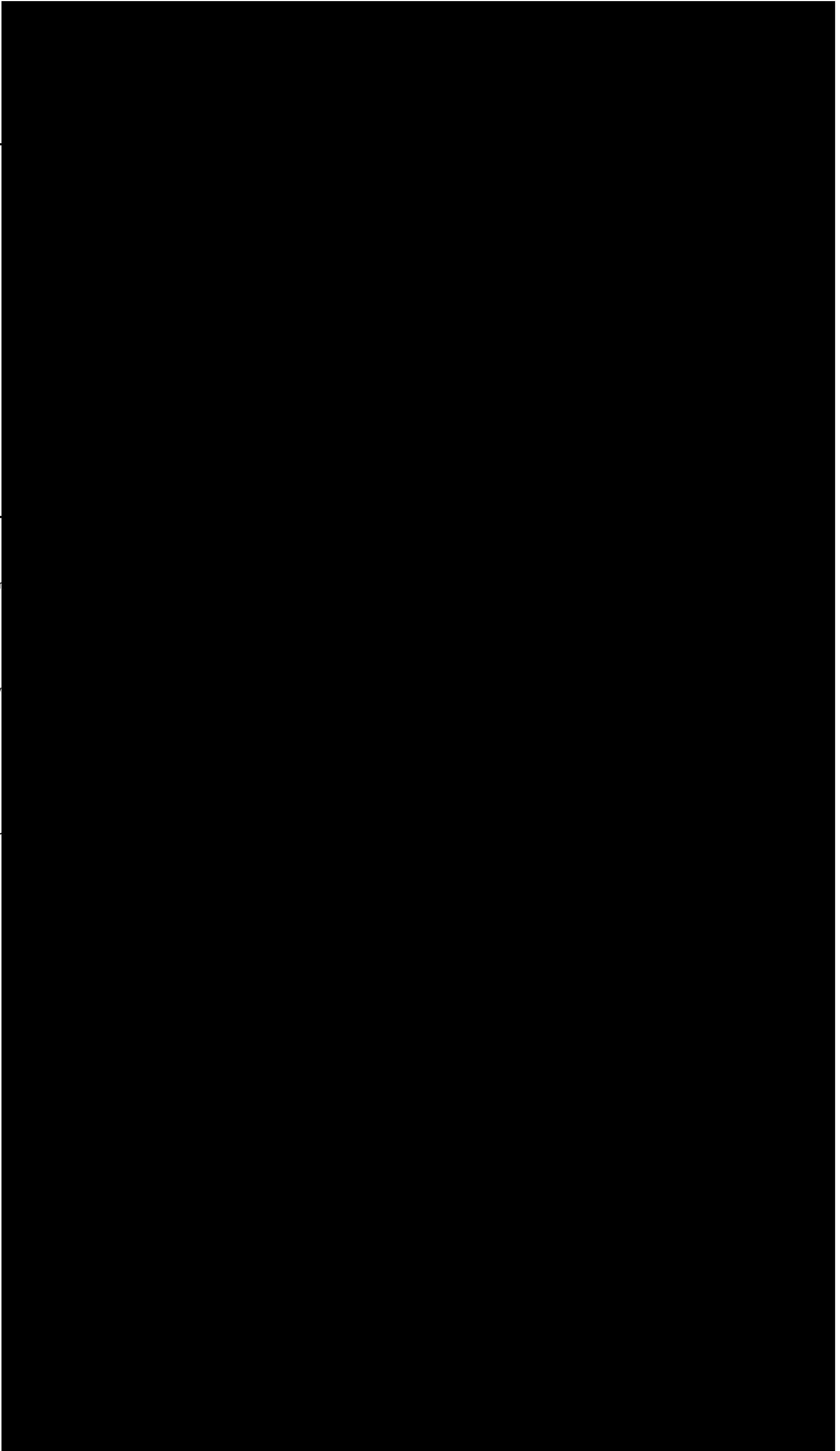
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Helpful Defini

Ccf is equal to 100 cubic f
measure your gas usage.

Estimated Readings are
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actual meter reading.

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Legal Informa

Public Utilities Commissi
If your complaint is not res
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utility information, residenti
customers may contact the
Commission of Ohio (PUC
1-800-686-7826 (toll free) f
weekdays, or at <http://www>
Hearing or speech impaire
contact the PUCO via 7-1-

Office of Ohio Consumer
The Ohio Consumers' Cou
represents residential utility
matters before the PUCO.
contacted at 1-877-742-56
a.m. to 5 p.m. weekdays, o
<http://www.pickocc.org>.

Rights and Responsibiliti
A summary of customer rig
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ColumbiaGasOhio.com or
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Apples to Apples
For a comparison of availa
natural gas suppliers, visit t
www.energychoice.ohio.go
7826.

Bankruptcy Notices
Mail to Columbia Gas of O
Recovery, PO Box 117, Co

Other Correspondence (e
Mail to Columbia Gas of Ohio, P.O. Box 2318,
Columbus, OH 43216-2318 or contact us at
ColumbiaGasOhio.com.

Change Conta

By providing Columbia Gas a telephone number, it enables us to
call you about your utility service, future service appointments and
other important information pertaining to your account and you're
agreeing to receive autodialed and prerecorded voice calls. Please
notify us if you wish to opt out or if you no longer use this number.
Thank you in advance.

Address	
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State	Zip Code
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Add or Edit Email	

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matching contributions from Columbia Gas.

* Your donation is tax-deduct ble.

Monthly Contribution

\$10 \$5 \$1

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\$ <input type="text"/>

One-Time Contribution

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Contact Us

Phone

Emergency Service 24/7

1-800-344-4077

For gas leaks or odors of gas

Customer Service

1-800-344-4077

7 a.m. - 7 p.m. Mon. - Fri.

8 a.m. - 12 p.m. Sat.

For hearing-impaired relay call 711.

Web

Make payments and access your account at ColumbiaGasOhio.com

Mail Payments

Columbia Gas of Ohio

PO BOX 4629

Carol Stream IL 60197-4629

Authorized Payment Locations

Find locations online at

ColumbiaGasOhio.com

Your Safety

In case of an emergency, such as odor of gas, carbon monoxide or fire:

1. Leave the area immediately.
2. Leave windows and doors in their positions and avoid doing anything that could cause a spark.
3. From a safe area, call **911** and Columbia Gas at **1-800-344-4077**.

Always Call 8-1-1 Before You Dig

If you're planning a home or landscaping project, call O.U.P.S. at 8-1-1 at least two business days before digging. A representative will mark the approximate location of underground utility lines for free.

Employee Identification

All of our employees and contractors carry photo identification. If someone claims to represent us, ask to see identification. Call the police if you see suspicious activity.

Helpful Definit

Ccf is equal to 100 cubic feet and is used to measure your gas usage.

Estimated Readings are your typical monthly usage based on your actual meter reading.

Fixed Monthly Delivery Charge is a portion of the fixed costs related to providing natural gas service to your home. This amount is the same for all customers.

Usage Based Charges are charges for natural gas supply services, including natural gas distribution.

Legal Informat

Public Utilities Commissi

If your complaint is not resolved, you can call the Public Utilities Commission of Ohio (PUCO) for utility information, residential utility assistance, or if you are a residential customer, you may contact the PUCO at 1-800-686-7826 (toll free) from Monday through Friday, or at <http://www.puc.state.oh.us>. Hearing or speech impaired customers may contact the PUCO via 7-1-1.

Office of Ohio Consumers

The Ohio Consumers' Council represents residential utility customers before the PUCO. You can contact the Council at 1-877-742-5623 from Monday through Friday, 9 a.m. to 5 p.m., or at <http://www.pickocc.org>.

Rights and Responsibilit

A summary of customer rights and responsibilities is available on ColumbiaGasOhio.com or by calling 1-800-686-7826. Information covers service installation, security, and payment, payment plan assistance, disconnection and service, meter reading and payment history, natural gas maintenance of customer owned equipment, employee identification, rat alternatives, Customer Choice, and complaint procedures. A copy of the full minimum gas code is available at the PUCO website or phone number above.

Apples to Apples

For a comparison of available natural gas suppliers, visit www.energychoice.ohio.gov or call 1-800-686-7826.

Bankruptcy Notices

Mail to Columbia Gas of Ohio, Bankruptcy Recovery, PO Box 117, Columbus, OH 43216.

Other Correspondence (except payments)

Mail to Columbia Gas of Ohio, P.O. Box 2318, Columbus, OH 43216-2318 or contact us at ColumbiaGasOhio.com.

Change Conta

By providing Columbia Gas a telephone number, it enables us to call you about your utility service, future service appointments and other important information pertaining to your account and you're agreeing to receive autodialed and prerecorded voice calls. Please notify us if you wish to opt out or if you no longer use this number. Thank you in advance.

Address	
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State	Zip Code
Phone Number	
Add or Edit Email	

HeatShare Contribution

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* Your donation is tax-deductible.

Monthly Contribution

\$10 \$5 \$1

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One-Time Contribution



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

March 3, 2021

Ms. Leah Lehman-Harris
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00664729 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the additional information regarding the complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

XOOM Energy's variable rate product includes a promotional price for a duration of a certain amount of billing periods. After the promotional price ends, the customer's account receives the standard variable price for the market as set by XOOM Energy each month. The below statement is outlined in the customer's enrollment confirmation:

**During the enrollment process, you selected our variable price product which includes a promotional price on your {Promotional Term}. This promotional price is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional price. Your promotional price will be applied during your {Promotional Term} bill cycle(s). After your {Promotional Term} bill cycle(s), you will receive our standard variable price for your market. Your price going forward will be the prevailing variable price set by XOOM each month.*

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00665301	Owner: Carmelita Smith
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 02-12-2021	Date Closed: 02-19-2021
Case Age in Business Days: 8	

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: Montgomery
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Dayton	Service Address Zip:
Service Address Country: United States	Service Address Phone:

Industry Information

AIQ Industry: Gas	Territory Account: 001t0000008OFyrAAG
AIQ Sub-Industry: Competitive Retail Natural Gas Service Provider	General Code: Marketing -- Gas
AIQ Sub-Sub-Industry:	Specific Code: Delayed Enrollment
Non-Jurisdictional Case: <input type="checkbox"/>	

Additional Information

PUCO ID: 343097	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:

see case comments

Case Comments

Created Date	Comment
2/12/2021 4:18:28 PM	Contract with supplier is up at the end of this billing cycle Vectren is utility for NG. Entered program with zoom. On the 4th of this month received notification that contract was not complete. Called back and was advised that he would be enrolled on 2/10/2020. Vectren is saying he is not under contract. Xoom is saying Vectren is saying under contract. Customer cancelled AEP energy cancellation number. at the end of this billing cycle. Vectren advised customer that they received the cancellation number. Received email thanking him for enrolling with Xoom on 2/1 Enrollment with Xoom ID 5210 confirmation number with Xoom was 2021 [REDACTED] Customer stated he can provide all of the correspondence. He fears they will miss the billing cycle time period and miss the lower rate. Advised of invest process and ICB.
2/12/2021 4:44:39 PM	Caller states Vectren just told him that after he cancelled AEPE, Vectren assigned him to a new supplier. He has to wait until that billing cycle passes in order to switch him to XOOM. Does not know what that rate is or why they are refusing to switch to the supplier he has chosen (XOOM). He feels this is a Vectren process and not his fault so he wants Vectren to refund him the difference between the assigned supplier and XOOM. I advised I would add his comments to the case record.

2/18/2021 3:33:23 PM	<p>cust states he just filed complaint friday, says his gas provider contract with AEPE ended at the end on 2/1 (per his call to AEPE) and was told his new contract would start on 2/2/21, he asked if his existing contract was on auto renewal and rep adv him he was not, cust states he asked if contract was renewed on month to month and rep said no so he requested to cancel and was given a cancellation number. cust said when he got home from work that night, he did an apples to apples comparison and signed up with XOOM. cust states AEPE contacted Vectren and said he was no longer under contract with them. cust states when new provider contract Vectren they were told he was under contract with a random supplier and now Vectren won't allow switch to new supplier (XOOM) until next meter read date because of pending status to the random supplier. cust is concerned he's going to have a high bill next month because he doesn't know what rates he will be charged by random supplier. cust states he was adv by Vectren that he would have had to have new supplier contact Vectren before AEPE contract expired. cust states he was not made aware of this in any previous communications with Vectren or AEPE when he switched supplier. cust provider his email addr, [REDACTED]. I adv I would add email address and updated info to his case, ICB</p>
2/19/2021 3:29:52 PM	<p>Spk with customer and his is okay with the information from Xoom when he is able to have them as his supplier they will honor his rate of .031.</p> <p>Opening another case for customer for Vectren 666567. Customer wants Vectren to allow him to switch this month before the next reading.</p> <p>He states Vectren advised he is unable to switch until a meter reading and that's not acceptable per customer.</p> <p>ICB</p>
2/19/2021 3:30:12 PM	Resolution Comments: see case comments

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: Julie Cherubini	Last Modified by: Bhasker Kondaveeti
# Tasks Correspondence Review: 0	Next Activity Date:
# Tasks Correspondence Review:0	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 2/16/2021 12:28:18 PM

Email HTML Version:

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

CASE ID: 00665301

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Dayton, Ohio 45417

SERVICE ADDRESS: [REDACTED], Dayton, Ohio 45417

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. Customer has stated that he signed up with your company and should be enrolled on 2/10. He states Vectren is telling him is not under contract with Xoom. Customer does not want to miss the billing cycle with getting signed up with your company.

Please review the account and advise:

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

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

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

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

Sincerely,

Carmelita Smith

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

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

ref:_00Dt0GzXt._500t0ghbMB:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00665301

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Dayton, Ohio 45417

SERVICE ADDRESS: [REDACTED], Dayton, Ohio 45417

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. Customer has stated that he signed up with your company and should be enrolled on 2/10. He states Vectren is telling him is not under contract with Xoom. Customer does not want to miss the billing cycle with getting signed up with your company.

Please review the account and advise:

Case Number: 00665301

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

The sales script and/or sales call used to market this customer.

The signed agreement for service.

The Terms and Conditions of Service.

The signed Acknowledgement form.

The Welcome Letter mailed to the customer.

The Third Party Verification recording for this enrollment.

The contract expiration notices mailed to the customer.

Sincerely,

Carmelita Smith

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

Case Number: 00665301

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._500t0ghbMB:ref

Email Created Date: 2/18/2021 6:28:43 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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

Sent: Tuesday, February 16, 2021 12:31 PM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00665301 [

ref:_00Dt0GzXt._500t0ghbMB:ref]

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

CASE ID: 00665301

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Dayton, Ohio 45417

SERVICE ADDRESS: [REDACTED], Dayton, Ohio 45417

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

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Please review the account and advise:

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5. The date the enrollment was forwarded to the distribution utility and

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

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

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7. The contract expiration notices mailed to the customer.

Sincerely,

Carmelita Smith

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

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

ref:_00Dt0GzXt._500t0ghbMB:ref

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Email Text Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, February 16, 2021 12:31 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00665301 [ref:_00Dt0GzXt._500t0ghbMB:ref]

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

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

CASE ID: 00665301
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Dayton, Ohio 45417
SERVICE ADDRESS: [REDACTED], Dayton, Ohio 45417
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
ALTERNATIVE PHONE NUMBER:
NIQ:

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Sincerely,

Carmelita Smith
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!aRDbX3tBa4HddVfBBwf6Pd4_-fflikHta8EF1YA640_YJIXj-o-TBxGhHrAGUw3TJcbna74S$>)<[https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!aRDbX3tBa4HddVfBBwf6Pd4_-fflikHta8EF1YA640_YJIXj-o-TBxGhHrAGUw3TJcbna74S\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!aRDbX3tBa4HddVfBBwf6Pd4_-fflikHta8EF1YA640_YJIXj-o-TBxGhHrAGUw3TJcbna74S$>)>

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[https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000D2wOT&from=ext]

ref:_00Dt0GzXt._500t0ghbMB:ref

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Case Images

Created Date	Images
2/18/2021 6:28:45 PM	
2/18/2021 6:28:45 PM	
2/18/2021 6:28:45 PM	
2/18/2021 6:28:45 PM	 
2/18/2021 6:28:45 PM	



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

Confirmation Number: 2021 [REDACTED]

Billing Info

[REDACTED]
Dayton, OH 45417
United States of America
Primary Phone #: [REDACTED]
Email [REDACTED]

Service Info

Utility Name: Vectren Energy Delivery
Gas Account Number: [REDACTED]
[REDACTED]
Dayton, OH 45417

Rate Plan

Plan: SureLock 12
Price: \$0.329/ccf
Term: 12 months
No Monthly Fee
Cost Recovery Fee: \$110.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

During the Enrollment Process, you agreed to the following statements:

- ✔ *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
- ✔ *I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.*
- ✔ *I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
- ✔ *I am the utility account holder or a person that has legal authorization on this account.*
- ✔ *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
- ✔ *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your natural gas service will be switched to XOOM Energy on your next meter read. The entire process may take 15-45 days depending on the date of your meter read.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>.

Thank you for choosing XOOM Energy!


XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for
being a loyal XOOM Energy customer!



Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

cu_tomercare@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

© 2021 XOOM Energy, LLC.



Ohio Contract Summary

Gas Supplier Information	XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for natural gas purchase will be a fixed price of \$0.3290 per Ccf, plus taxes and fees, if applicable.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Vectren Energy Delivery service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$110.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Ccf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory,



provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY toll free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Vectren Energy Delivery at 800.227.1376. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL



UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject



matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Admin Options

[Return to Main Menu](#)

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20210 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 2/1/2021 5:16:53 PM
Enrollment Confirmed Yes - 2/1/2021 5:16:53 PM
IP Submitted [REDACTED]

Sales Agent Information

Sales Agent ID
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code VEDO
Rate Code VEDGRFE01200329000011001
Rate Price \$0.329

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2
Service City Dayton
Service State OH
Service Zip 45417
Service Zip 4 6262
Service County Montgomery

Billing Information

Company Name
First Name [Redacted]
Last Name [Redacted]
Phone Number [Redacted]
Email Address [Redacted]
Language Preference: E
Tax Exempt: No
Your mother's maiden name?

Billing Address [Redacted]
Billing Address 2
Billing City Dayton
Billing State OH
Billing Zip 45417

eID Information

Fraud Alert Required No
Reason Passed No
Transaction ID
Transaction ID 2
Transaction ID 3

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

Deposit Information

Amount Owed
Credit Checked No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions No

Business Information

Business Name
Other
Business Address
Business City
Business State
Business Zip

Affirmation Statements

Date Recorded	Statement
2/1/2021 5:15:09 PM	I understand if I cancel my XOOM Energy service after the specified remorse period but before the end of the term of my agreement I am subject to a cost recovery fee.
2/1/2021 5 15 09 PM	I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly
2/1/2021 5 15 09 PM	I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
2/1/2021 5 15 09 PM	I am the utility account holder or a person that has legal authorization on this account
2/1/2021 5:15:09 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.
2/1/2021	I understand that by switching my service to XOOM Energy, my utility company will

5:15:09 PM continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past





11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

February 18, 2021

Ms. Carmelita Smith
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00665301 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED]’ customer records and our investigation has found the following:

Our records indicate [REDACTED] natural gas supply account was enrolled on February 1, 2021. [REDACTED] enrolled the natural gas account in XOOM Energy’s SureLock 12 product, a fixed price plan for a duration of 12 months. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollments a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders. (See attached)

In reviewing [REDACTED]’ account, it was determined that the Utility company has rejected XOOM Energy’s request to commence service. Please note that the customer’s local utility determines if the enrollment is accepted and the start date. XOOM Energy does not have any input with regard to the date of which services start, nor if the enrollment request is accepted.

On February 18, 2021, a Specialist of XOOM Energy’s Network Marketing Sales & Quality Control department reached out and spoke with [REDACTED]. The Specialist advised [REDACTED] his enrollment for the natural gas account is being rejected by his local utility company. The Specialist further advised, in order to resolve the issue, [REDACTED] would need to discuss with his local utility company the changing of providers. [REDACTED] understood, and stated he would contact his local utility company and rectify the issue.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC





Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00666231	Owner: LYshanya Davis
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder: [REDACTED]
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 02-18-2021	Date Closed: 02-23-2021
Case Age in Business Days: 8	

Contact Information

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

Service Address Information

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

Industry Information

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

Additional Information

PUCO ID: 343097	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:

see closing comment

Case Comments

Created Date	Comment
2/18/2021 2:58:24 PM	<p>- [REDACTED] is calling the PUCO b/c Duke referred her to report that back in November, she called Duke and told them that she wanted Xoom Energy removed from her Duke acct</p> <p>-in addition, caller says Xoom sent her a ltr for her to send back the reply to continue with them, but she did not send the reply b/c she was done with them</p> <p>-caller says her enrollment with Xoom should have ended in December, but they are still on her Duke acct, and when she called Duke about, they referred her to this number, instead</p> <p>-referred caller to EA to report that she canceled Xoom back in November, but Duke failed to honor her request >> contact info provided for furtherance</p> <p>-in the meantime, will contact Xoom about the enrollment and cancellation</p>
2/18/2021 3:03:04 PM	Initial submission sent - company response due nlt Feb 23

2/23/2021 8:57:17 AM

February 22, 2021

Ms. LYshanya Davis
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00666231 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED]’ customer records and our investigation has found the following:

Our records indicate [REDACTED]’ electric supply account was enrolled on May 16, 2020. [REDACTED] enrolled the natural gas account in XOOM Energy’s SteadyLock 12 product, a fixed price plan for a duration of 6 months. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollments a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders. (See attached). Additionally, the phone number to which the confirmation email was sent matches the email address provided by the customer in the complaint filed with the Public Utilities Commission of Ohio.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is [REDACTED] herself, and training was completed on May 13, 2020.

In reviewing [REDACTED] account, it was determined that XOOM Energy is not in a position to substantiate [REDACTED] allegation that the enrollment was unauthorized based on the fact that they immediately received an enrollment confirmation via e-mail outlining the program for which they originally enrolled. In addition, the [REDACTED] received the welcome call shortly after the enrollment, as is confirmed by the phone number on the complaint matching that of XOOM Energy's enrollment record. Further, the representative on file is [REDACTED] herself. Therefore, nothing in [REDACTED] file has given XOOM Energy any indication that the enrollment was unauthorized.

On December 18, 2020, XOOM Energy received a drop transaction for [REDACTED] electric account from the local utility. The local utility provided a return to standard offer service date of January 27, 2021 for the electric account.

Since, [REDACTED] was on a variable price plan at the time of cancellation, there is no early termination fee associated with the cancellation of the electric account.

Please let us know if you have any additional questions or if we can be of further

	<p>assistance.</p> <p>Respectfully, XOOM Energy Ohio, LLC</p>
2/23/2021 8:59:13 AM	<p>-Inv LD made an attempt to speak with [REDACTED], although the call was routed to vm, instead</p> <p>-a msg was left advising [REDACTED] that records indicate that she enrolled the electric supply account on May 16, 2020, and the natural gas account was enrolled in XOOM Energy's SteadyLock 12 product, a fixed price plan for a duration of 6 months. As this was an on-line enrollment, and immediately upon completion of the enrollments a confirmation email was sent to the customer along with a copy of the terms and conditions associated with their orders. Additionally, the phone number to which the confirmation email was sent matches the email address provided by the customer in the complaint filed with the Public Utilities Commission of Ohio. On December 18, 2020, XOOM Energy received a drop transaction for [REDACTED] electric account from the local utility. The local utility provided a return to standard offer service date of January 27, 2021 for the electric account. [REDACTED] must cancel the natural gas acct as well.</p> <p>-invited call back, if necessary >> case # and PUCO's phone number provided for future reference</p>
2/23/2021 9:03:58 AM	<p>see Word doc attached see .pdf attached (2)</p>
2/23/2021 5:44:48 PM	<p>Resolution Comments: see closing comment</p>

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: LYshanya Davis	Last Modified by: Samantha Boerstler
# Tasks Correspondence Review: 0	Next Activity Date:
# Tasks Correspondence Review:0	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 2/18/2021 4:23:45 PM

Email HTML Version:

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

CASE ID: 00666231

CUSTOMER: [REDACTED]

SERVICE ADDRESS: [REDACTED], Fairfield, Ohio 45014

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

DESCRIPTION OF ISSUE:

Good Day -

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

Please review the account and advise:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. If the customer's account was enrolled via governmental aggregation process, when was the notice sent to the customer? Please provide a copy of the notice for record.
4. Was a TPV completed for the customer?
5. What was the rate the customer agreed to? Was it fixed or variable? If fixed, what was the term length?
6. Did the customer's rate increase? If yes-when?
7. Has the customer contacted the company concerning this issue? If so, when? What was the company's response?
8. Is an adjustment in process for the customer? If no, why not?
9. If an adjustment is in process will it be a refund or a credit to the bill?
10. What was the date the enrollment was forwarded to the distribution Utility? What was the service effective date provided by the distribution Utility?

11. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution Utility.
12. If the enrollment is not via community governmental aggregation program, please ensure that the customer is added to the company's internal Do Not Contact/Solicit list.

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

1. Copy of the sales script used to market this customer.
2. Copy of the sales call to the customer.
3. Copy of the Welcome Letter with the terms and conditions.
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll if applicable.
6. Copy of the signed enrollment agreement.
7. Copy of the Renewal Letter.
8. Copy of the Contract Expiration Notice.

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

LYshanya Davis

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._500t0gjFDr:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00666231

CUSTOMER: [REDACTED]

SERVICE ADDRESS: [REDACTED] Fairfield, Ohio 45014

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

DESCRIPTION OF ISSUE:

Good Day -

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

Please review the account and advise:

When and how was the customer solicited or marketed?

When and how was the customer enrolled?

If the customer's account was enrolled via governmental aggregation process, when was the notice sent to the customer? Please provide a copy of the notice for record.

Was a TPV completed for the customer?

What was the rate the customer agreed to? Was it fixed or variable? If fixed, what was the term length?

Did the customer's rate increase? If yes-when?

Case Number: 00666231

Has the customer contacted the company concerning this issue? If so, when? What was the company's response?

Is an adjustment in process for the customer? If no, why not?

If an adjustment is in process will it be a refund or a credit to the bill?

What was the date the enrollment was forwarded to the distribution Utility? What was the service effective date provided by the distribution Utility?

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution Utility.

If the enrollment is not via community governmental aggregation program, please ensure that the customer is added to the company's internal Do Not Contact/Solicit list.

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

Copy of the sales script used to market this customer.

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LYshanya Davis

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

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Email Created Date: 2/22/2021 6:37:41 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: LYshanya Davis [mailto:contactthepuco@puc.state.oh.us]

Sent: Thursday, February 18, 2021 4:28 PM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00666231 [ref:_00Dt0GzXt._500t0gjFDr:ref]



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

CASE ID: 00666231

CUSTOMER: [REDACTED]

SERVICE ADDRESS: [REDACTED], Fairfield, Ohio 45014

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

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Any additional information that the company can provide would be greatly appreciated.

Sincerely,

LYshanya Davis

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

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Email Text Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>> should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
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From: LYshanya Davis [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Thursday, February 18, 2021 4:28 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00666231 [ref:_00Dt0GzXt._500t0gjFDr:ref]

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

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

CASE ID: 00666231

CUSTOMER: [REDACTED]

SERVICE ADDRESS: [REDACTED], Fairfield, Ohio 45014

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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Any additional information that the company can provide would be greatly appreciated.

Sincerely,

LYshanya Davis

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](https://www.puco.ohio.gov)<[https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!fYe4hVCXvgrlpR_ChaQPdkYMr9fQPMmgo9UzCe1a2hywl_eSRQrZ8y6j1FFQNJmrwrwQaS6A\\$](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!fYe4hVCXvgrlpR_ChaQPdkYMr9fQPMmgo9UzCe1a2hywl_eSRQrZ8y6j1FFQNJmrwrwQaS6A$)>

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Case Images

Created Date	Images
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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

February 22, 2021

Ms. LYshanya Davis
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00666231 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED]' customer records and our investigation has found the following:

Our records indicate [REDACTED] electric supply account was enrolled on May 16, 2020. [REDACTED] enrolled the natural gas account in XOOM Energy's SteadyLock 12 product, a fixed price plan for a duration of 6 months. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollments a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders. (See attached). Additionally, the phone number to which the confirmation email was sent matches the email address provided by the customer in the complaint filed with the Public Utilities Commission of Ohio.

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In reviewing [REDACTED]' account, it was determined that XOOM Energy is not in a position to substantiate [REDACTED]' allegation that the enrollment was unauthorized based on the fact that they immediately received an enrollment confirmation via e-mail outlining the program for which they originally enrolled. In addition, the [REDACTED] received the welcome call shortly after the enrollment, as is confirmed by the phone number on the complaint matching that of XOOM Energy's enrollment record. Further, the representative on file is [REDACTED] herself. Therefore, nothing in [REDACTED] file has given XOOM Energy any indication that the enrollment was unauthorized.

On December 18, 2020, XOOM Energy received a drop transaction for [REDACTED]' electric account from the local utility. The local utility provided a return to standard offer service date of January 27, 2021 for the electric account.

Since, [REDACTED] was on a variable price plan at the time of cancellation, there is no early termination fee associated with the cancellation of the electric account.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



Inscripción de Nuevos Clientes

Apreciado Aplicante a los servicios de XOOM Energy,

Nosotros le agradecemos que haya seleccionado a XOOM Energy Ohio, LLC, como su opción para sus servicios energéticos. Nosotros recibimos su solicitud de servicio y estamos revisando su aplicación de inscripción. En el anexo a este documento encontrará una copia de los Términos y Condiciones del Servicio ("Terms and Conditions Statement") y la Declaración relacionada con la Divulgación de la Información ("Information Disclosure Statement"). Por favor, sino lo ha hecho, proceda a imprimir y mantener una copia para sus registros. Si desea una copia enviada a través del servicio de correo ("U.S mail"), póngase en contacto con nuestro servicio de atención al cliente al teléfono 888-997-8979.

[Revise sus Términos y Condiciones](#)

[Divulgación Ambiental Información](#)

Número de Confirmación: 2020 [REDACTED]

Información de la Facturación



Fairfield, OH 45014

United States of America

Teléfono Principal #: [REDACTED]

Correo Electrónico: [REDACTED]

Información del Servicio

Compañía de Distribución del Servicio Eléctrico: Duke Energy (Electricity)

Número de Cuenta: [REDACTED]



Fairfield, OH 45014

Tarifa del Plan

Plan: SteadyLock 12

Precio: Cargo mensual fijo determinado, de acuerdo con tus Términos y condiciones,

después de la revisión de tu uso histórico anual para esta dirección.

Período: 12 meses

Cargo mensual fijo

Cargo de Cancelación por Adelantado: \$100.00*

*Un Cargo por Costos de Recuperación será efectivo en caso que un cliente cancele su servicio de forma adelantada. El cargo no se intenta como una penalidad pero como una compensación al costo de vender la porción no usada de su gas natural o electricidad a otros.

Importante: Como se establece en los Términos y condiciones, XOOM Energy Ohio, LLC revisará tu uso histórico anual según lo proporcionado por tu servicio público local para seleccionar el nivel de uso que mejor se adapte a tu hogar. Recibirás un correo electrónico de bienvenida que te informará en qué nivel está seleccionado tu hogar. Consulta los Términos y condiciones para obtener más detalles.

Empresario Independiente de ACN Información

Identificación del Negocio: 09739035

Durante el proceso de inscripción, usted estuvo de acuerdo con las siguientes declaraciones:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved*

for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.

- ✓ *I understand that I may not qualify to pay a flat monthly charge, plus taxes and fees, for my electricity supply and that if I do not qualify, I will be placed on a one (1) month, variable rate interim product. I understand that I will know whether I qualify to pay the flat monthly charge, or if I instead be placed on a one (1) month variable rate interim product, when I receive my "Welcome Letter" sent by XOOM Energy.*
- ✓ *I understand that I must be a residential customer with an annual historical usage amount specified in my Terms and Conditions in order to qualify to pay a flat monthly charge, plus taxes and fees, for my electricity supply. I understand that the amount I will pay for my flat monthly charge will be determined by my annual historical usage as provided by my local utility and is set forth in my Terms and Conditions. I understand that once I am accepted by my local utility and my flat monthly charge is determined, I will receive the amount of my flat monthly charge in my "Welcome Letter" notification sent by XOOM Energy.*
- ✓ *I understand that I will continue to be responsible for all charges assessed by my local utility for all delivery and other services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of my Contract.*
- ✓ *Please send my ACN Independent Business Owner a copy of my confirmation email for their records.*

¿Qué ocurrirá después?

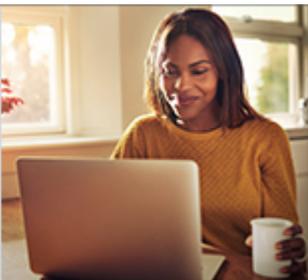
Su solicitud de inscripción ha sido enviada. Una vez que sea aprobada, recibirá un correo electrónico de bienvenida en el que se le informará la aceptación de la inscripción. Una vez que sea aceptada, su servicio de energía eléctrica será cambiado a XOOM Energy en su próxima lectura de medidor. El proceso completo podría tardar entre 30 y 60 días, según las reglas de su servicio público local.

Si tiene alguna pregunta sobre su inscripción en XOOM Energy, llame a nuestra línea gratuita al **1-888-997-8979**.

¡Gracias por elegir XOOM Energy!



Programa de lealtad GRATUITO del cliente de XOOM Energy
¡Gane premios, reciba recompensas y obtenga descuentos por ser uno de nuestros fieles clientes de XOOM Energy!



Contáctenos

Por Teléfono

Online (24/7)

(888) 997-8979

Lunes - Viernes | 8AM – 11PM (EST)

Sábado | 9AM – 7PM (EST)

Formulario - Contáctenos**myxoomenergy.com****customercare@xoomenergy.com**

La información contenida en este mensaje está destinada sólo para el uso personal y confidencial de los destinatarios mencionados. Si el lector de este mensaje no es el destinatario o un agente responsable de entregarlo al destinatario previsto, y en caso de que usted ha recibido este documento por error, se le notifica que cualquier revisión, difusión, distribución o copia de este mensaje está estrictamente prohibida. Si usted ha recibido esta comunicación por error, por favor notifiquenos inmediatamente y le agradecemos borrar el mensaje original.

Esta dirección de correo no está monitoreada, por favor no responda a este mensaje. Para asegurarse de recibir todos los correos electrónicos de XOOM Energy, copie y pegue la dirección: noreply@xoomenergy.com en el directorio, de esta forma evitará que los mensajes vayan al filtro de correo no deseado.

XOOM Energy, LLC, a través de su familia de compañías, es un proveedor de electricidad, energía renovable y gas natural minorista en más de 90 mercados desregulados a través de los Estados Unidos. La familia de compañías XOOM Energy incluye, XOOM Energy Ohio, LLC (denominada en este documento como "XOOM Energy").

© 2020 XOOM Energy, LLC.





Ohio Contract Summary

Información del proveedor de electricidad	<p>XOOM ENERGY OHIO, LLC N.º de licencia: 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>												
Estructura de precios	<p>El cargo mensual fijo solo está disponible para clientes residenciales con un monto de uso histórico anual especificado que se expone en el gráfico a continuación.</p> <p>Si no calificas para el cargo mensual fijo basado en tu uso histórico y / o clase de cliente, o si su servicio público local no proporciona uso histórico, en su lugar se te asignará un producto de tasa variable de un (1) mes. Al vencimiento de tu producto interino de tasa variable de un (1) mes, se te devolverá automáticamente a tu servicio público local. Por favor, consulta tus Términos y Condiciones para más detalles.</p>												
Precio del suministro	<p>Si eres un cliente residencial con un monto de uso histórico anual especificado en el cuadro a continuación, pagarás un cargo mensual fijo, más impuestos y tarifas, por tu suministro de electricidad. El monto de su tarifa fija mensual se determinará según la información sobre el consumo anual histórico, proporcionada por su servicio público local, y se establece en la tabla que aparece a continuación. Usted continuará siendo responsable de todos los cargos aplicables de su servicio público local por todo el suministro y otros servicios que brinda, lo cual incluye cualquier otra tarifa o impuesto específicamente asociados con los servicios que continúe brindando durante el plazo de su Acuerdo. Por tanto, su tarifa fija mensual no es el monto mensual total por su servicio de electricidad.</p> <table border="1" data-bbox="448 1016 1445 1100"> <thead> <tr> <th>Consumo histórico anual</th> <th>1-4,999 kWh</th> <th>5,000-9,999 kWh</th> <th>10,000-14,999 kWh</th> <th>15,000-19,999 kWh</th> <th>20,000-24,999 kWh</th> </tr> </thead> <tbody> <tr> <td>Tarifa fija mensual</td> <td>\$29.99</td> <td>\$54.99</td> <td>\$84.99</td> <td>\$109.99</td> <td>\$134.99</td> </tr> </tbody> </table> <p>Si no calificas para el cargo mensual fijo basado en tu uso histórico y / o clase de cliente, o si su servicio público local no proporciona uso histórico, en su lugar se te asignará un producto de tasa variable de un (1) mes. Al vencimiento de tu producto interino de tasa variable de un (1) mes, se te devolverá automáticamente a tu servicio público local. Si no calificas para el cargo mensual fijo, sus compras de energía tendrán una tarifa de costo variable por kWh que podría cambiar mensualmente, a la cual se le suman impuestos y comisiones, si corresponde. Su tarifa variable podría fluctuar y podría ser superior o inferior a la tarifa de su servicio público local. Su tarifa está basada en varios factores, que podrían incluir, entre otros, la fluctuación de los costos al por mayor de las materias primas u otros componentes de los precios al por mayor (incluidos, entre otros, los costos relacionados con la capacidad, las fluctuaciones en la oferta y la demanda de energía y los patrones del clima), así como las estrategias de fijación de precios de XOOM. Usted es responsable de todos los cargos aplicables y facturados por su servicio público local para sufragar los cargos de todos los servicios públicos pertinentes, los cuales no se incluyen en su tarifa.</p>	Consumo histórico anual	1-4,999 kWh	5,000-9,999 kWh	10,000-14,999 kWh	15,000-19,999 kWh	20,000-24,999 kWh	Tarifa fija mensual	\$29.99	\$54.99	\$84.99	\$109.99	\$134.99
Consumo histórico anual	1-4,999 kWh	5,000-9,999 kWh	10,000-14,999 kWh	15,000-19,999 kWh	20,000-24,999 kWh								
Tarifa fija mensual	\$29.99	\$54.99	\$84.99	\$109.99	\$134.99								
Mudanza	<p>XOOM se reserva el derecho de rescindir tu Acuerdo si te mudas de tu local actual a otro local, ya sea dentro o fuera del territorio de servicio de tu servicio local. Por favor, consulta tus Términos y Condiciones para más detalles</p>												
Declaración sobre los ahorros	<p>El precio del suministro no siempre puede proporcionarle ahorros.</p>												
Depósito	<p>No se requiere ningún depósito dentro del territorio de prestación de servicios de Duke Energy (Electricity).</p>												
Plazo del contrato y fecha de vencimiento	<p>El plazo de este Acuerdo comenzará a partir de la próxima fecha disponible de lectura del medidor después de que XOOM y su servicio público de electricidad procesen la solicitud, y continuará en vigencia durante doce (12) meses consecutivos.</p>												



	<p><i>Si no calificas para el cargo mensual fijo basado en tu uso histórico y / o clase de cliente, o si su servicio local no proporciona uso histórico, en su lugar se te asignará un producto de tasa variable de un (1) mes. Al vencimiento de tu producto interino de tasa variable de un (1) mes, se te devolverá automáticamente a tu servicio público local.</i></p>
Términos de renovación	<p>De conformidad con la ley aplicable, XOOM puede renovar este Acuerdo con términos nuevos o revisados. En el caso de que XOOM decida renovar este Acuerdo, le enviarán al menos dos avisos de renovación con descripciones de los planes de servicio adicionales para su consideración a más tardar cuarenta y cinco (45) días antes de que venza el plazo. Si decide no escoger un nuevo plan de servicios al vencimiento del plazo, este Acuerdo se renovará automáticamente a una tarifa variable que continuará mensualmente, de conformidad con los avisos.</p>
Cancelación/Tarifa de recuperación de gastos	<p><i>Si usted cancela este Acuerdo en forma anticipada, será responsable de pagar la tarifa de recuperación de gastos. Si calificas para el cargo mensual fijo, hay un la tarifa de recuperación de gastos de \$100. Si no calificas para el cargo mensual fijo, usted puede cancelar su producto de tasa variable durante su periodo de servicio de un (1) mes sin tarifa de recuperación de gastos, por contactando a XOOM.</i></p> <p><i>Consulte sus Términos y condiciones para obtener más información.</i></p>

Para obtener información adicional, consulte sus Términos y condiciones. Conserve este documento. Si tiene alguna pregunta sobre este acuerdo, contacte a su proveedor utilizando la información antes indicada.



TÉRMINOS Y CONDICIONES DE “STEADYLOCK 12”

Nosotros Estamos Comprometidos Con Su Satisfacción: Si usted no está completamente satisfecho por cualquier razón con el plan “SteadyLock 12” de XOOM Energy Ohio, por favor, póngase en contacto con nosotros. Si nosotros no podemos resolver su inquietud a su entera satisfacción, usted podrá terminar el presente Acuerdo, en conformidad con los términos contenidos en este documento.

Servicio y plazo: XOOM Energy Ohio, LLC (“XOOM” o “Empresa”) acepta actuar como su proveedor exclusivo de energía eléctrica le brindará el servicio minorista de gas natural a precios competitivos. El plazo de este Acuerdo comenzará a partir de la próxima fecha disponible de lectura del medidor después de que XOOM y su servicio público de energía eléctrica procesen la solicitud, y continuará en vigencia durante el plazo del contrato según se establece en el Resumen del contrato adjunto, que forma parte de este Acuerdo.

El cargo mensual fijo solo está disponible para clientes residenciales con un monto de uso histórico anual especificado que se expone en el gráfico a continuación. Si no calificas para el cargo mensual fijo basado en tu uso histórico y / o clase de cliente, o si su servicio público local no proporciona uso histórico, en su lugar se te asignará un producto de tasa variable de un (1) mes, como se expone en la sección Precio variable interino y Plazo a continuación. Al vencimiento de tu producto interino de tasa variable de un (1) mes, se te devolverá automáticamente a tu servicio público local. Si no calificas para el cargo mensual fijo, usted puede cancelar su producto de tasa variable durante su periodo de servicio de un (1) mes sin tarifa de recuperación de gastos, por contactando a XOOM.

Aceptación en el Programa: Estos términos y condiciones están sujetos a su aceptación en el programa por XOOM y su servicio público local. Usted será notificado inmediatamente, si no es aceptado en el programa. Las tarifas de transferencia se podrán aplicar a su cuenta por parte de su compañía de servicio público local si usted es aceptado en el programa por XOOM y su compañía de servicio público local.

Servicios de Compañías de Servicios Públicos Locales: XOOM es un proveedor independiente del servicio de electricidad y no está afiliado con su compañía de servicio público local. Su compañía de servicio público local continuará entregando su servicio de electricidad, leyendo su medidor, enviando su factura y haciendo las reparaciones necesarias. También, su compañía de servicio público local responderá a las emergencias y prestará otros servicios públicos básicos cuando sea necesario. XOOM no es un agente de su compañía de servicio público local y no se hace responsable de ninguno de los actos, omisiones o representaciones de XOOM.

Tarifa fija mensual: Si eres un cliente residencial con un monto de uso histórico anual especificado en el cuadro a continuación, pagarás un cargo mensual fijo, más impuestos y tarifas, por tu suministro de electricidad. El monto de su tarifa fija mensual se determinará según la información sobre el consumo anual histórico, proporcionada por su servicio público local, y se establece en la tabla que aparece a continuación. Usted continuará siendo responsable de todos los cargos aplicables de su servicio público local por todo el suministro y otros servicios que brinda, lo cual incluye cualquier otra tarifa o impuesto específicamente asociados con los servicios que continúe brindando durante el plazo de su Acuerdo. Por tanto, su tarifa fija mensual no es el monto mensual total por su servicio de electricidad. Si no calificas para el cargo mensual fijo basado en tu uso histórico y / o clase de cliente, o si su servicio público local no proporciona uso histórico, en su lugar se te asignará un producto de tasa variable de un (1) mes, como se expone en la sección Precio variable interino y Plazo a continuación.



Consumo histórico anual	1 - 4,999 kWh	5,000 - 9,999 kWh	10,000 - 14,999 kWh	15,000 - 19,999 kWh	20,000 - 24,999 kWh
Tarifa fija mensual	\$29.99	\$54.99	\$84.99	\$109.99	\$134.99

Precio Variable Interino y Plazo: Si no calificas para el cargo mensual fijo basado en tu uso histórico y / o clase de cliente, o si su servicio público local no proporciona uso histórico, en su lugar se te asignará un producto de tasa variable de un (1) mes, como se expone en la sección Precio variable interino y Plazo a continuación. Al vencimiento de tu producto interino de tasa variable de un (1) mes, se te devolverá automáticamente a tu servicio público local. Si no calificas para el cargo mensual fijo, sus compras de energía tendrán una tarifa de costo variable por kWh que podría cambiar mensualmente, a la cual se le suman impuestos y comisiones, si corresponde. Su tarifa variable podría fluctuar y podría ser superior o inferior a la tarifa de su servicio público local. Su tarifa está basada en varios factores, que podrían incluir, entre otros, la fluctuación de los costos al por mayor de las materias primas u otros componentes de los precios al por mayor (incluidos, entre otros, los costos relacionados con la capacidad, las fluctuaciones en la oferta y la demanda de energía y los patrones del clima), así como las estrategias de fijación de precios de XOOM. Usted es responsable de todos los cargos aplicables y facturados por su servicio público local para sufragar los cargos de todos los servicios públicos pertinentes, los cuales no se incluyen en su tarifa. Si no calificas para el cargo mensual fijo, usted puede cancelar su producto de tasa variable durante su periodo de servicio de un (1) mes sin tarifa de recuperación de gastos, por contactando a XOOM.

Participación en programas de Crédito de Reducción de Atrasos y PIPP: La participación en el programa de Plan de Pago de Porcentaje de Ingresos ("PIPP") administrado por su compañía de servicios públicos puede afectar su elegibilidad para inscribirse en el servicio con un proveedor competitivo minorista del servicio eléctrico. Usted debe asegurar que actualmente no está aprobado o inscrito en un PIPP o cualquier programa de servicio público.

Aviso de renovación; notificación de cambios: De conformidad con la ley aplicable, XOOM puede renovar este Acuerdo con términos nuevos o revisados. En el caso de que XOOM decida renovar este Acuerdo, le enviarán al menos dos avisos de renovación con descripciones de los planes de servicio adicionales para su consideración a más tardar cuarenta y cinco (45) días antes de que venza el plazo. Si decide no escoger un nuevo plan de servicios al vencimiento del plazo, este Acuerdo se renovará automáticamente a una tarifa variable que continuará en vigencia mensualmente, de conformidad con los avisos. XOOM se reserva el derecho, previo aviso con treinta (30) días de antelación, de modificar este Acuerdo para ajustar su servicio con el fin de incorporar cualquier cambio en las reglamentaciones, las leyes o los impuestos, u otra modificación en los procedimientos requerida por un tercero que pueda afectar la capacidad de XOOM de continuar prestándole servicios en virtud de este Acuerdo, o de realizar otras modificaciones según XOOM lo considere necesario. En la medida en que XOOM modifique este Acuerdo por cualquier motivo diferente a cualquier cambio en las reglamentaciones, las leyes o los impuestos, u otra modificación en los procedimientos requerida por un tercero que pueda afectar la capacidad de XOOM de continuar prestándole servicios en virtud de este Acuerdo, usted tendrá el derecho a cancelar este Acuerdo mediante notificación escrita a XOOM en un plazo de treinta (30) días contados a partir de la fecha de los avisos. XOOM no realizará cambios materiales en su contrato sin su consentimiento.

Terminación, Mudanza: Usted puede cancelar su aceptación del acuerdo con Xoom en cualquier momento dentro de los siete (7) días calendario siguientes a la fecha de matasellos sobre la utilidad del aviso de confirmación de cancelación sin penalización o llamando por teléfono o escribiendo su utilidad local.

Usted acuerda notificarle a XOOM dentro de quince (15) días previos a su mudanza. Cuando se muda a otra



dirección dentro del territorio de su compañía de servicio público local, XOOM hará todo lo posible para transferir su servicio a su nueva dirección de servicio, siempre que le notifique a XOOM dentro de los quince (15) días de su mudanza. Si la transferencia del servicio no tiene éxito o se muda a un lugar fuera del territorio de su compañía de servicio público local, usted puede cancelar este Acuerdo sin costo alguno. Su compañía de servicio público local necesitará tiempo para cancelar su cuenta de XOOM. Durante ese tiempo, usted se compromete a pagar por la electricidad que consuma que es suministrado por XOOM.

Tarifa de recuperación de gastos: Usted comprende y acepta que para que XOOM ofrezca y cumpla con su obligación de tarifa fija con usted, debe comprar gas natural con antelación al uso en cantidades necesarias para cubrir el plazo completo de este Acuerdo. Si usted cancela este Acuerdo en forma anticipada, será responsable de pagar la tarifa de recuperación de gastos ("Tarifa de recuperación de gastos") establecida en el Resumen del contrato, cuya finalidad no es sancionarlo sino simplemente compensar el costo ocasionado por vender la parte no utilizada de su gas natural a otros y la ganancia perdida estimada en la que XOOM pueda incurrir a causa de dicha venta, si la hubiera, y los gastos relacionados. Su empresa de servicio público local tardará algún tiempo en cancelar su cuenta XOOM. Durante ese periodo, usted acepta pagar el gas natural provisto por XOOM que consuma.

Crédito, Pagos y Cobros: Usted recibirá una sola factura para su servicio de electricidad y la entrega de tal servicio de electricidad por parte de su compañía de servicio público local. La fecha del vencimiento del pago está establecida en la factura ("Fecha de Pago"). En caso de que usted incurra en retrasos con el pago de su factura o no realice algún otro pago previamente acordado, XOOM puede proceder a terminar su contrato con una notificación anticipada por escrito de catorce (14) días, y su servicio será terminado de acuerdo con las medidas establecidas por su compañía de servicio público local, tenga en cuenta que XOOM procederá con una cancelación automática de este contrato. Usted declara que es financieramente estable y está dispuesto a cumplir con los términos y condiciones de este Acuerdo, y que usted no ha presentado, ni está en el proceso de presentar un plan para comenzar cualquier procedimiento de bancarrota. Si es aceptado como un cliente, XOOM puede reportar su experiencia de pago. Las facturas que no han sido pagadas en su fecha de vencimiento están sujetas a un cargo por mora mayor de la tarifa del 1.5%, o el máximo permitido por la ley, con base en el balance total pendiente (por mes). XOOM cobrará una tarifa de devolución de cheque de \$35 para todos los cheques devueltos. XOOM puede cancelar su servicio y podrá suspender los servicios en virtud de los procedimientos aprobados por la ley. En cualquier caso, usted será obligado a pagar por la electricidad recibido, y los intereses, comisiones y penalizaciones incurridas por XOOM. Usted también será responsable de todos los gastos, incluyendo los honorarios de abogados, relacionados con el cobro de cantidades adeudadas a XOOM. XOOM está ofreciendo en estos momentos, el programa de facturación presupuestada para la porción de generación de su factura.

Servicio al Cliente, Resolución de Disputas: Si usted tiene alguna pregunta sobre sus cargos o servicio de XOOM, por favor visite la página web de XOOM www.xoomenergy.com; o puede ponerse en contacto con XOOM Energy directamente llamando al 1-888-997-8979, Lunes – Viernes 8am-11pm. Sábado – 9am-7pm (EST) , o mediante el envío de una carta a: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 o enviando un correo electrónico a customercare@xoomenergy.com.

Para preguntas acerca de su factura de servicios públicos locales, por favor póngase en contacto con su compañía local directamente. XOOM Energy referirá todas las quejas a un representante que hará todos los esfuerzos razonables de buena fe para llegar a una solución mutuamente satisfactoria. Si una disputa o controversia no puede resolverse, puede ponerse en contacto con Public Utility Commission of Ohio ("PUCO") llamando al número 1-800-686-7826, L-V 8:00 a.m. – 5:00 p.m. (EST) o <http://www.puco.ohio.gov>. Los clientes con impedimento auditivo o del



habla pueden contactar a PUCO vía 71-1 (Servicio de Transmisión de Mensajes de Ohio).

Ohio Consumer's Counsel ("OCC") representa a los clientes residenciales en asuntos relacionados con su servicio público ante PUCO. OCC puede ser contactada en caso de ser requerido a 1-877-742-5622 de 8:00 a.m. a 5:00 p.m. durante la semana, o visitando la página web www.pickocc.org.

Asignación:El presente Acuerdo o cualquier referencia de obligación de XOOM son asignables por XOOM.

Quejas del Servicio:En caso de problemas con el servicio, deberá ponerse en contacto con su compañía de servicio público local llamando a: Duke Energy (Electricity) a 800.543.5599. SI USTED TIENE UNA EMERGENCIA COMO UNA INTERREUPCIÓN ELÉCTRICA, POR FAVOR EVACUE EL ÁREA Y MANTÉNGASE A UNA DISTANCIA SEGURA, Y LLAME A SU SERVICIO PÚBLICO LOCAL O 911.

Autorización/ Representación/ Carta de Autorización:Al aceptar este Acuerdo, usted autoriza a XOOM Energy a actuar en su nombre en virtud de las tarifas de su compañía de servicio público local. Usted reconoce que es el titular de la cuenta de su compañía de servicio público local "PUCO", o una persona legalmente autorizada para aceptar/ejecutar este Acuerdo en nombre del titular de la cuenta de su compañía de servicio público local, y que tiene por lo menos dieciocho (18) años de edad. Usted está de acuerdo en autorizar a XOOM Energy para obtener su información de crédito y está de acuerdo en autorizar a su compañía de servicio público local para dar a conocer toda la información relativa a su uso histórico y actual del servicio de electricidad, facturación e historial de pagos a XOOM o sus representantes autorizados. Usted reconoce que XOOM Energy tiene plena autoridad para realizar todas las selecciones necesarias con respecto a las tarifas arancelarias para cumplir con sus obligaciones en virtud del presente Acuerdo. Usted puede revocar esta autorización en cualquier momento poniéndose en contacto con XOOM Energy. XOOM no divulgará su número de seguro social o número de cuenta del cliente sin su consentimiento, excepto para las cobranzas de XOOM, para informes de crédito, participación en programas financiados por el fondo de servicio universal, o asignar este acuerdo a otro proveedor de electricidad. XOOM no divulgará su situación financiera, con excepciones sin su consentimiento afirmativo, donde esa información es requerida por la corte, o por Órdenes o Reglas de la Comisión. La aceptación/ejecución de este Acuerdo constituirá la autorización para la publicación de esta información a XOOM.

Medición Neta:El sistema de medición neta se refiere a los clientes que venden la electricidad que ellos producen, típicamente a través del uso de paneles solares y si producen más electricidad de la que se necesita, el exceso se vende a la compañía de servicio público por un crédito. Si usted es un cliente con sistema de medición neta, usted no debe inscribirse con XOOM porque su acuerdo de medición neta no se transferirá a XOOM una vez que usted complete la inscripción.

Varios:Salvo lo dispuesto por la ley, usted tendrá que pagar todos los impuestos u otras tarifas vencidas y pagaderas en lo que respecta a las obligaciones de los clientes en virtud con el presente Acuerdo. Este Contrato se registrará por las leyes del estado de Ohio, sin tener que recurrir a la elección de estados para las normas de la ley. Puede haber un retraso antes de que de su compañía de servicio público local transfiera el suministro del servicio de electricidad a XOOM. XOOM no se hace responsable de los retrasos.

Si usted voluntariamente decide regresar a su compañía de servicio público local después de seleccionar a XOOM, usted recibirá el cargo de una tarifa que es la tarifa de venta del servicio de su compañía de servicio público local.

Limitación de Responsabilidad y Garantía:XOOM ENERGY NO SE HACE RESPONSABLE DE CUALQUIER DAÑO ESPECIAL, CONSECUENTE O PUNITIVO. XOOM NO PROPORCIONA NINGÚN TIPO DE GARANTÍA,

ALLEAKP001000000000009F



EXPRESA O IMPLÍCITA, Y EN TODA LA EXTENSIÓN DE LA LEY, NIEGA CUALQUIER GARANTÍA DE COMERCIALIZACIÓN O DE IDONEIDAD PARA UN PROPÓSITO EN PARTICULAR.

Fuerza Mayor/Circunstancias Incontrolables: XOOM no será responsable del suministro de electricidad en caso de circunstancias fuera de su control, tales como eventos de fuerza mayor.

Gráfico de Divulgación Ambiental: Usted puede ver la mezcla de generación por recursos y las características ambientales de los proveedores de electricidad visitando a www.xoomenergy.com.

Totalidad del Acuerdo: Este Acuerdo, incluidos el formulario de inscripción o la carta de bienvenida y el Resumen del contrato, constituye la totalidad del Acuerdo y el entendimiento entre usted y XOOM con respecto al tema que trata, y prevalece sobre todos los acuerdos y declaraciones escritos y verbales realizados anteriormente con respecto a tal tema.



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00670271	Owner: LYshanya Davis
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 03-05-2021	Date Closed: 03-05-2021
Case Age in Business Days: 2	

Contact Information

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

Service Address Information

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

Industry Information

AIQ Industry: Gas	Territory Account: 001t0000008OFY7AAO
AIQ Sub-Industry: Competitive Retail Natural Gas Service Provider	General Code: General -- Gas
AIQ Sub-Sub-Industry:	Specific Code: Competition Issues / Inquiries
Non-Jurisdictional Case: <input type="checkbox"/>	

Additional Information

PUCO ID: 343097	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:

icb

Case Comments

Created Date	Comment
3/5/2021 2:32:55 PM	<p>- [REDACTED] says she signed up with Xoom Energy thru her subdivision's program</p> <p>-when asked, caller says her community is a group of homes: a subdivision called: [REDACTED]</p> <p>-caller says that Xoom Energy's rate is now .006790 /Ccf</p> <p>-caller says she enrolled with Xoom about 3 years ago and she's wondering if she can get a lower gas rate per Ccf</p> <p>-caller was advised that CGO's current SCO monthly variable rate is 0.39240/Ccf thru Mar 29, and more than likely, monthly variable gas rates will get lower going into warmer weather (spring & summer months)</p> <p>-when asked, caller has Internet access >> Inv referred caller to EnergyChoice Ohio website to shop-n-compare current supplier gas rates/offers, at her leisure</p> <p>-caller Thanked Inv for the info</p> <p>-invited call back, if necessary</p>

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: LYshanya Davis
Tasks Correspondence Review: 0
Tasks Correspondence Review:0

Last Modified by: Samantha Boerstler
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Case Images

Created Date	Images
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Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00671837	Owner: LYshanya Davis
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 03-11-2021	Date Closed: 03-16-2021
Case Age in Business Days: 6	

Contact Information

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

Service Address Information

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

Industry Information

AIQ Industry: Gas	Territory Account: 001t0000008OFyrAAG
AIQ Sub-Industry: Competitive Retail Natural Gas Service Provider	General Code: Billing -- Gas
AIQ Sub-Sub-Industry:	Specific Code: Contract Inquiry
Non-Jurisdictional Case: <input type="checkbox"/>	

Additional Information

PUCO ID: 343097	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:

see closing comment

Case Comments

Created Date	Comment
3/11/2021 10:47:02 AM	<p>Caller states that when calling the co., she keeps getting connected to a rep in TX. This rep tells her that she has to continue calling back until she reaches an Ohio representative. Caller said that this is ridiculous because all she is trying to do is verify that she properly renewed her contract. She processed this at the end of Feb or the first part of March. Advd that this can take 1 to 2 billing cycles. She said after she renewed, she rc'd a letter saying it was time to renew.</p> <p>Advd can send for invt. to determine if she did process a renewal and why cust serv is giving her the run around when calling. Advd co time line.</p>
3/11/2021 11:39:36 AM	Initial submission sent - company response due nlt Mar 16

3/16/2021 8:59:09 AM

March 15, 2021

Ms. LYshanya Davis
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00671837 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the Ohio State Public Service Commission regarding the complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on March 3, 2020 through XOOM Energy’s website. At the time of the enrollment, [REDACTED] signed up for XOOM Energy’s SureLock 12 product, a fixed price plan for a duration of 12 months for her natural gas supply. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order (see attached).

On January 8, 2021, XOOM Energy sent, via email, a preliminary contract renewal notice more than 45-60 days prior to the contract duration end date of March 19, 2021. As required, a second contract renewal notice was sent via email on January 21, 2021, more than 30 days prior to the contract duration end date. The contract renewal notices advised [REDACTED] of the contract duration end date, XOOM Energy’s fixed price plan information at that time, and the date [REDACTED] would need to contact XOOM Energy to avoid the account defaulting to a variable price, month-to-month plan. Our records indicate [REDACTED] did respond to the renewal notice online, and selected a plan upgrade to the SureLock 24 product, a fixed price plan for 24 months.

On January 30, 2021, [REDACTED] contacted XOOM Energy’s Customer Care Department regarding the account. Per XOOM Energy’s verification process, the Care agent asked [REDACTED] the security question on the account. [REDACTED] was able to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. [REDACTED] wanted to confirm her account number.

In addition, [REDACTED] wanted to confirm her account renewed. The Care agent she spoke with misinformed [REDACTED] and advised she would need to call XOOM Energy back in until she reached a representative from another call center. XOOM Energy sincerely apologizes for this error, and we have relayed this information to the Customer Care management team so that this Care agent can be re-trained and coached.

On March 15, 2021, a XOOM Energy Network Marketing Sales & Quality Assurance Specialist reached out, and spoke with [REDACTED]. The Specialist confirmed with [REDACTED] that she did in fact process the renewal and that the natural gas supply renewal will be effective on March 16, 2021. [REDACTED] understood.

	<p>Please let us know if you have any additional questions or if we can be of further assistance.</p> <p>Respectfully, XOOM Energy Ohio, LLC</p>
3/16/2021 9:01:09 AM	<p>3:15 AM Mar 16 From: Aguila, Rudy To: contactthepuco@puco.ohio.govconsumeraffairs@xoomenergy.com</p> <p>Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00671837</p> <p>Good Afternoon,</p> <p>Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.</p> <p>Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.</p> <p>Thank you,</p> <p>Rudy Aguila Bilingual NWM & Quality Assurance Specialist XOOM Energy, LLC myxoomenergy.com 11208 Statesville Rd. Ste 200 Huntersville, NC 28078 Direct (704) 274-3042 Monday - Friday 8am - 11pm ET Saturday 9am - 7pm ET</p>
3/16/2021 9:25:40 AM	see Word doc attached
3/16/2021 10:06:07 AM	<p>-Inv LD spoke with [REDACTED] via [REDACTED], who verified that the supplier did contact her and confirmed that her renewal was processed.</p> <p>[REDACTED] is satisfied with the results, going forward</p> <p>-invited call back, if necessary</p>
3/16/2021 10:06:32 AM	Resolution Comments: see closing comment

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: Cindi Mack	Last Modified by: Samantha Boerstler
# Tasks Correspondence Review: 0	Next Activity Date:
# Tasks Correspondence Review:0	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 3/11/2021 11:40:10 AM

Email HTML Version:



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

CASE ID: 00671837

CUSTOMER: [REDACTED]

SERVICE ADDRESS: [REDACTED], Dayton, Ohio 45406

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

DESCRIPTION OF ISSUE:

Good Morning -

[REDACTED] has contacted the PUCO regarding their enrollment with your company.

The following is a brief synopsis of the discussion [REDACTED] had with one of our investigators:

[REDACTED] states that when calling the company, she keeps getting connected to a representative in Texas, who tells her that she must continue to call back until she reaches a representative in Ohio.

[REDACTED] believes this to be ridiculous because all she is trying to do is verify that she properly renewed her contract.

██████████ states she processed this at the end of February or the first part of March, although after she renewed, she received a letter informing her that it is time to renew.

██████████ wants to know if she did process a renewal, and why is customer service giving her the run around?

Please contact ██████████ to address her concerns, and report back to me with the resolve.

Sincerely,

LYshanya Davis

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._500t0iSmlC:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00671837

CUSTOMER: ██████████

SERVICE ADDRESS: ██████████, Dayton, Ohio 45406

Case Number: 00671837

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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ref:_00Dt0GzXt._500t0iSmlC:ref

Email Created Date: 3/16/2021 3:17:19 AM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

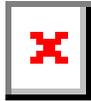
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: LYshanya Davis [mailto:contactthepuco@puc.state.oh.us]
Sent: Thursday, March 11, 2021 12:31 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00671837 [ref:_00Dt0GzXt._500t0iSmIC:ref]



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

CASE ID: 00671837
CUSTOMER: [REDACTED]
SERVICE ADDRESS: [REDACTED], Dayton, Ohio 45406
AIQ: XOOM Energy Ohio LLC
NIQ: [REDACTED]

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LYshanya Davis

Public Utilities Commission of Ohio

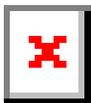
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

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ref:_00Dt0GzXt._500t0iSmIC:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Text Version:

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Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
[myxoomenergy.com](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$>)
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\\$>](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q$>)> [XOOM Energy Twitter]
<[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\\$>](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ$>)>

[XOOM Energy LinkedIn]
<[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw\\$>](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw$>)>

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From: LYshanya Davis [mailto:contactthepuco@puc.state.oh.us]
Sent: Thursday, March 11, 2021 12:31 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00671837 [ref:_00Dt0GzXt._500t0iSmlC:ref]

[Image removed by sender.]

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

CASE ID: 00671837

CUSTOMER: [REDACTED]

SERVICE ADDRESS: [REDACTED], Dayton, Ohio 45406

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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[REDACTED] states she processed this at the end of February or the first part of March, although after she renewed, she received a letter informing her that it is time to renew.

[REDACTED] wants to know if she did process a renewal, and why is customer service giving her the run around?

Please contact [REDACTED] to address her concerns, and report back to me with the resolve.

Sincerely,

LYshanya Davis
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!dhDPCgpjGNGAE_1EkdfC4t7DLKrYHjS4WaQuNRsHS5fNznZ8uCVR1XXBBeo-4uYlxNiutDAy$>)

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[Image removed by sender.]

ref:_00Dt0GzXt._500t0iSmlC:ref

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Case Images

Created Date	Images
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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

March 15, 2021

Ms. LYshanya Davis
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00671837 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the Ohio State Public Service Commission regarding the complaint. XOOM Energy has reviewed [REDACTED]'s customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on March 3, 2020 through XOOM Energy's website. At the time of the enrollment, [REDACTED] signed up for XOOM Energy's SureLock 12 product, a fixed price plan for a duration of 12 months for her natural gas supply. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order (see attached).

On January 8, 2021, XOOM Energy sent, via email, a preliminary contract renewal notice more than 45-60 days prior to the contract duration end date of March 19, 2021. As required, a second contract renewal notice was sent via email on January 21, 2021, more than 30 days prior to the contract duration end date. The contract renewal notices advised [REDACTED] of the contract duration end date, XOOM Energy's fixed price plan information at that time, and the date [REDACTED] would need to contact XOOM Energy to avoid the account defaulting to a variable price, month-to-month plan. Our records indicate [REDACTED] did respond to the renewal notice online, and selected a plan upgrade to the SureLock 24 product, a fixed price plan for 24 months.

On January 30, 2021, [REDACTED] contacted XOOM Energy's Customer Care Department regarding the account. Per XOOM Energy's verification process, the Care agent asked [REDACTED] the security question on the account. [REDACTED] was able to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. [REDACTED] wanted to confirm her account number.

In addition, [REDACTED] wanted to confirm her account renewed. The Care agent she spoke with misinformed [REDACTED] and advised she would need to call XOOM Energy back in until she reached a representative from another call center. XOOM Energy sincerely apologizes for this error, and we have relayed this information to the Customer Care management team so that this Care agent can be re-trained and coached.

On March 15, 2021, a XOOM Energy Network Marketing Sales & Quality Assurance Specialist reached out, and spoke with [REDACTED]. The Specialist confirmed with [REDACTED] that she did in fact process the renewal and that the natural gas supply renewal will be effective on March 16, 2021. [REDACTED] understood.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00674156	Owner: Darita Patterson
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 03-19-2021	Date Closed: 06-01-2021
Case Age in Business Days: 55	

Contact Information

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

Service Address Information

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

Industry Information

AIQ Industry: Gas	Territory Account: 001t0000008OFY3AAO
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: 343097	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:

Informed [REDACTED] that the enrollment was completed online by a [REDACTED]. She said he never would have done that. Informed her of documentation and that the enrollment was canceled quick enough that there will be no change to the account.
ICB.
She thanked me for the information.

Case Comments

Created Date	Comment
3/19/2021 11:40:07 AM	cust states without her knowledge or permission, both her elec and gas supplier was changed to XE. cust states she thought the 2nd letter from Xoom was a duplicate until she read them both and seen one said elec and one said gas. cust states she contacted DE and was able to cancel both with them. i adv we can open an inv and req supplier add her to their do not contact list. i also adv of EDNA and added cust and explained this applies to elec only. cust understood and thanked me. gave case nums, name and ICB.
3/29/2021 1:58:58 PM	Called to inform [REDACTED] that the enrollment was done on line by [REDACTED] and it has been cancelled so no switch will occur. VM full.
3/30/2021 3:51:34 PM	VM full
4/1/2021 10:00:03 AM	Informed [REDACTED] that the enrollment was completed online by a [REDACTED]. She said he never would have done that. Informed her of documentation and that the enrollment was canceled quick enough that there will be no change to the account. ICB. She thanked me for the information.
5/27/2021 9:38:00 AM	[REDACTED] is calling back about this case said he received a letter from Xoom 5/11/21 about the response they sent to PUCO cust is stating he never enrolled online and this sounds like a fishing thing adv cust the enrollment never went through and hes stating he doesnt like how they are trying to say he did something he didnt do he wanted to know the status of this case adv it was closed 4/1/21 due to the enrollment being cancelled adv I can get this noted icb

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: Lucretia Washington	Last Modified by: Bhasker Kondaveeti
# Tasks Correspondence Review: 0	Next Activity Date:
# Tasks Correspondence Review:0	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 3/19/2021 3:50:46 PM

Email HTML Version:



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

CASE ID: 00674156
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Mason, Ohio 45040
SERVICE ADDRESS: [REDACTED], Mason, Ohio 45040
AIQ: XOOM Energy 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:

Customer states without her knowledge or permission, both her elec and gas supplier was changed to XE. She does not want this co and wants to be placed on their DNC lists.

- Please cancel all enrollments immediately and place customer on your DNC/DNS lists.
- Please provide proof of enrollment including sales call, TPV and contract terms.
- Please provide any additional information which may be useful.

Sincerely,

Darita Patterson

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

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ref:_00Dt0GzXt._500t0iUcRO:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00674156

COMPANY:

Case Number: 00674156

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Mason, Ohio 45040

SERVICE ADDRESS: [REDACTED], Mason, Ohio 45040

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

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Darita Patterson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

Case Number: 00674156

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Email Created Date: 3/23/2021 6:40:16 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET



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

Sent: Friday, March 19, 2021 3:51 PM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00674156 [ref:_00Dt0GzXt._500t0iUcRO:ref]

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

CASE ID: 00674156

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Mason, Ohio 45040

SERVICE ADDRESS: [REDACTED], Mason, Ohio 45040

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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- Please provide any additional information which may be useful.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
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Email Text Version:

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Case Number: 00674156

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>> should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
[myxoomenergy.com](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$>)<[https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg\\$>](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$>)
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

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<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\\$>](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q$>) [XOOM Energy Twitter]
<[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\\$>](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ$>)
[XOOM Energy LinkedIn]
<[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw\\$>](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw$>)

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From: Darita Patterson [<mailto:contactthepuco@puc.state.oh.us>]
Sent: Friday, March 19, 2021 3:51 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00674156 [ref:_00Dt0GzXt._500t0iUcRO: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: 00674156

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Mason, Ohio 45040

SERVICE ADDRESS: [REDACTED], Mason, Ohio 45040

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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- Please provide any additional information which may be useful.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!d-DIWgB256mit6y6_b_G1b2M6X25d4ELuWFyD2rnNu3ukKjI4WGG_4sz9tO5vRwvG8MscCZ-\$>

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[https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000E7BwS&from=ext]

ref:_00Dt0GzXt._500t0iUcRO:ref

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Email Created Date: 3/26/2021 2:33:00 PM

Email HTML Version:



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

CASE ID: 00674156

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], [REDACTED]
[REDACTED]

SERVICE ADDRESS: [REDACTED], Mason, Ohio 45040

AIQ: XOOM Energy 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:

Customer received notice she is being switched to XE for both gas and electric. She states she never enrolled with this co, wants the enrollment cancelled and to be placed o their DNC list.

- Please provide sales call, TPV and contract terms.
- Please ensure all enrollments are cancelled and no account changes will occur.
- Please place customer on all DNC/DNS lists.

Sincerely,

Darita Patterson

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

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ref:_00Dt0GzXt._500t0iUcRO:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00674156

COMPANY:

CUSTOMER: [REDACTED]

Case Number: 00674156

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], Mason, Ohio 45040

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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Sincerely,

Darita Patterson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Created Date: 3/29/2021 11:20:00 AM

Email HTML Version:

Good Morning Ms. Patterson,

Our records indicate this complaint was sent to XOOM Energy on March 19, 2021. Subsequently, a response was sent on March 23, 2021. A copy of the response is attached for your reference.

Please let us know if there are additional concerns that need to be addressed.

Thank you,

Patti Kulesa

Sr. Manager, NWM Sales & Quality Control



11208 Statesville Road | Suite 200 | Huntersville, NC 28078

Direct: 704-274-3000 | pkulesa@xoomenergy.com

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From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Friday, March 26, 2021 2:33 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00674156 [ref:_00Dt0GzXt._500t0iUcRO:ref]



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

CASE ID: 00674156

CUSTOMER: [REDACTED]

ADDRESS: 1 [REDACTED]
[REDACTED]

SERVICE ADDRESS: [REDACTED]

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [REDACTED]

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Service Monitoring and Enforcement Department
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Thank you,
Patti Kulesa
Sr. Manager, NWM Sales & Quality Control

[cid:image001.png@01D7248D.1E93A460]
11208 Statesville Road | Suite 200 | Huntersville, NC 28078
Direct: 704-274-3000 | pkulesa@xoomenergy.com<<mailto:pkulesa@xoomenergy.com>>

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From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Friday, March 26, 2021 2:33 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00674156 [ref:_00Dt0GzXt._500t0iUcRO: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: 00674156

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED], Mason, Ohio 45040

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIQ: [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://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!ZuswDtfXBJHfwL5ymGjpgQWzSNHIZ4B2I9skZOG7ESfyWngU4i93Pd9W0js_hw6EWuiiqPn$>)

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Case Images

Created Date	Images
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New Customer Enrollment



Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

With your enrollment, you are eligible to receive a \$50 eGift Card after 2 consecutive months of service. Please be aware the delivery of this eGift Card can take up to 6 weeks after you have completed your 2 consecutive months of service. The eGift Card will be sent to the email address associated with your XOOM Energy account(s) with information on how to redeem. To ensure delivery of this email to your inbox, add customer care@xoomenergy.com to your address book. For full details and rules, please [click here](#).

Confirmation Number: 2021 [REDACTED]

Billing Info

[REDACTED]
 Mason, OH 45040
 United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: Duke Energy (Natural Gas)
Gas Account Number: [REDACTED]
 [REDACTED]
 Mason, OH 45040

Rate Plan

Plan: SureLock 12
Price: \$0.459/ccf

Term: 12 months

No Monthly Fee

Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 08249952

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the utility account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your natural gas service will be switched to XOOM Energy on your next meter read. The entire process may take 15-45 days depending on the date of your meter read.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting

<http://xoomenergy.com/en/contact-us>

Thank you for choosing XOOM Energy!



XOOM
xtras

XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!

Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

customercare@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

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New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

Environmental Disclosure Information

With your enrollment, you are eligible to receive a \$100 eGift Card after 2 consecutive months of service. Please be aware the delivery of this eGift Card can take up to 6 weeks after you have completed your 2 consecutive months of service. The eGift Card will be sent to the email address associated with your XOOM Energy account(s) with information on how to redeem. To ensure delivery of this email to your inbox, add customercare@xoomenergy.com to your address book. For full details and rules, please [click here](#).

Confirmation Number: 2021 [REDACTED]

Billing Info

[REDACTED]
 Mason, OH 45040
 United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: Duke Energy (Electricity)
Electric Account Number: * [REDACTED]
 [REDACTED]
 Mason, OH 45040

Rate Plan

Plan: SureLock 12
Price: \$0.0619/kWh
Term: 12 months
No Monthly Fee
Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 08249952

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **1-888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

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Contact Us Form
myxoomenergy.com

customer-care@xoomenergy.com

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XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

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Ohio Contract Summary

Gas Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	Fixed
Supply Price	Your rate for natural gas purchase will be a fixed price of \$0.4590 per Ccf, plus taxes and fees, if applicable.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy (Natural Gas) service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Ccf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory,

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provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY toll free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Duke Energy (Natural Gas) at 800.634.4300. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR

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LOCAL UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject

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matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Ohio Contract Summary

Electricity Supplier Information	XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0619 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy (Electricity) service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term:XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services:XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price:As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs:Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio ("PUCO") for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech



impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

Service Complaints: For service problems or complaints, you should contact your local utility by calling: Duke Energy (Electricity) at 800.543.5599. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous: Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility's regulated sales service rate.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental



characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.



Admin Options

Return to Main Menu

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20210
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Rate Information

Utility Code DUKE-GAS
Rate Code DUKGRFE01200459000010001
Rate Price \$0.459

Payment Information

Payment Needed No
Payment Type PPL Custom
Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Enrollment Status

Enrollment Complete Yes - 3/5/2021 4:39:27 PM
Enrollment Confirmed Yes - 3/5/2021 4:39:27 PM
IP Submitted

Sales Agent Information

Sales Agent ID 08249952
Accreditation Number

Account Information

Account Number
Meter Number
Customer Name Key
Budget Billing No
PPL Custom Field 4

Service Information

Service Address
Service Address 2
Service City Mason
Service State OH
Service Zip 45040
Service Zip 4 4659
Service County Warren

Customer Information

Billing Information

Company Name

First Name

Last Name

Phone

Number

Email

Address

Language

Preference: E

Tax

Exempt: No

Your city or town of birth?

eID Information

Fraud Alert No

Required No

Reason

Passed No

Transaction

ID

Transaction

ID 2

Transaction

ID 3

Deposit Information

Amount

Owed

Credit Checked No

Equifax

Transaction

ID

Experian

Transaction

ID

Experian

No Hit

Transaction

ID

Adverse Actions No

Affirmation Statements

Date

Recorded

Statement

3/5/2021
4:37:21 PM

I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee

3/5/2021
4:37:21 PM

I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.

3/5/2021
4:37:21 PM

I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies

3/5/2021
4:37:21 PM

I am the utility account holder or a person that has legal authorization on this account.

3/5/2021
4 37 21 PM

By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

3/5/2021
4:37:21 PM

I understand that by switching my service to XOOM Energy my utility company will continue to bill me as they always have. All XOOM Energy-related charges will

Billing Address

Billing

Address

2

Billing

City

Mason

Billing

State

OH

Billing

Zip

45040

Previous Information

Previous

Address

Previous

Address

2

Previous

City

Previous

State

Previous

Zip

Business Information

Business

Name

Other

Business

Address

Business

City

Business

State

Business

Zip

Administration

appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.





Admin Options

[Return to Main Menu](#)

Search Enrollments

[CANCEL](#)

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20210 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 3/5/2021 4:39:22 PM
Enrollment Confirmed Yes - 3/5/2021 4:39:22 PM
IP Submitted [REDACTED]

Sales Agent Information

Sales Agent ID 08249952
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DUKE
Rate Code CGEERFE01200061900010001
Rate Price \$0.0619

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2
Service City Mason
Service State OH
Service Zip 45040
Service Zip 4 4659
Service County Warren

Billing Information

Company Name**First Name****Last Name****Phone****Number****Email****Address****Language****Preference:** E**Tax****Exempt:** No**Your city or town of birth?****Billing Address****Billing Address****2****Billing City**

Mason

Billing State

OH

Billing Zip

45040

eID Information**Fraud Alert** No**Required** No**Reason****Passed** No**Transaction ID****Transaction ID 2****Transaction ID 3****Deposit Information****Amount Owed****Credit Checked** No**Equifax Transaction ID****Experian Transaction ID****Experian No Hit Transaction ID****Adverse Actions** No**Previous Information****Previous Address****Previous Address****2****Previous City****Previous State****Previous Zip****Affirmation Statements****Date Recorded****Statement**3/5/2021
4:37:04 PM

I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee

3/5/2021
4:37:04 PM

I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly

3/5/2021
4:37:04 PM

I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.

3/5/2021
4:37:04 PM

I am the account holder or a person that has legal authorization on this account.

3/5/2021
4 37 04 PM

By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded

telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

3/5/2021
4:37:04 PM

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past

3/5/2021
4:37:04 PM

I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.





11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

March 23, 2021

Ms. Darita Patterson
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00674156 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the additional information regarding the complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

It is important to note that the account holder of record is [REDACTED] and that there are no other authorized person(s) noted to transact on the account in our customer information system. With that being said, XOOM Energy is diligent with regard to protecting its customer’s information and provides the below strictly for the Commission's information.

[REDACTED] enrolled with XOOM Energy on March 5, 2021 through XOOM Energy’s website, for both his electric and natural gas services. At the time of the enrollments, [REDACTED] signed up for XOOM Energy’s SureLock 12 product, a fixed price plan for a duration of of 12 months, for both the electric and natural gas servcies. As these were on-line enrollments there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order (see attached).

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event. It is important to note the phone number (513-265-1555) to which the welcome call was placed matches the phone number provided on the complaint filed with the Ohio State Public Service Commission, indicating the customer received the welcome call.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy



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prior to the acceptance of any referrals. The independent representative associated with the enrollment is Sukhpal Rai, and training was completed on March 2, 2021.

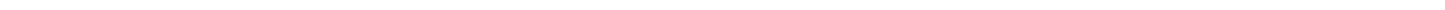
In conjunction with our investigation, our channel partner was asked to reach out to the independent representative. Due to the short window for our response, we have not received a response back from our channel partner. Once they are able to speak with the independent representative, they will provide an update. If the independent representative fails to respond to their attempts, XOOM Energy will take the appropriate action, up to and including de-activation.

On March 8, 2021, XOOM Energy received a drop transaction for [REDACTED] electric and natural gas accounts from the local utility. The local utility provided a return to standard offer service date of March 23, 2021 for both the electric and natural gas accounts.

Where [REDACTED] cancellations occurred within the rescission period, the accounts have not and will not provision to XOOM Energy and the early termination fees will not be assessed.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC





New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

With your enrollment, you are eligible to receive a \$50 eGift Card after 2 consecutive months of service. Please be aware the delivery of this eGift Card can take up to 6 weeks after you have completed your 2 consecutive months of service. The eGift Card will be sent to the email address associated with your XOOM Energy account(s) with information on how to redeem. To ensure delivery of this email to your inbox, add customercare@xoomenergy.com to your address book. For full details and rules, please [click here](#).

Confirmation Number: 20210 [REDACTED]

Billing Info

[REDACTED]
 Mason, OH 45040
 United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: Duke Energy (Natural Gas)
Gas Account Number: [REDACTED]
 [REDACTED]
 Mason, OH 45040

Rate Plan

Plan: SureLock 12
Price: \$0.459/ccf

Term: 12 months

No Monthly Fee

Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 08249952

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the utility account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your natural gas service will be switched to XOOM Energy on your next meter read. The entire process may take 15-45 days depending on the date of your meter read.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting

<http://xoomenergy.com/en/contact-us>

Thank you for choosing XOOM Energy!



XOOM
xtras

XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!

Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

customer-care@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

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Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

With your enrollment, you are eligible to receive a \$100 eGift Card after 2 consecutive months of service. Please be aware the delivery of this eGift Card can take up to 6 weeks after you have completed your 2 consecutive months of service. The eGift Card will be sent to the email address associated with your XOOM Energy account(s) with information on how to redeem. To ensure delivery of this email to your inbox, add customercare@xoomenergy.com to your address book. For full details and rules, please [click here](#).

Confirmation Number: 2021 [REDACTED]

Billing Info

[REDACTED]

United States of America

Primary Phone #: [REDACTED]

Email: [REDACTED]

Service Info

Utility Name: Duke Energy (Electricity)

Electric Account Number: * [REDACTED]

[REDACTED]

Mason, OH 45040

Rate Plan

Plan: SureLock 12
Price: \$0.0619/kWh
Term: 12 months
No Monthly Fee
Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 08249952

During the Enrollment Process, you agreed to the following statements:

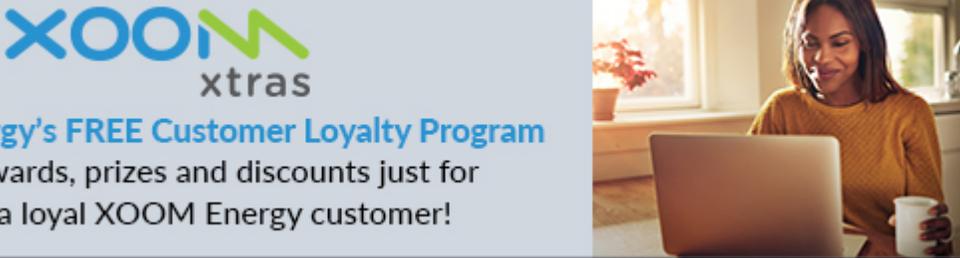
-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
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-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **1-888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>

Thank you for choosing XOOM Energy!



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xtras

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Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!

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customer-care@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

© 2021 XOOM Energy, LLC.



Ohio Contract Summary

Gas Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	Fixed
Supply Price	Your rate for natural gas purchase will be a fixed price of \$0.4590 per Ccf, plus taxes and fees, if applicable.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy (Natural Gas) service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Ccf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory,

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provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY toll free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Duke Energy (Natural Gas) at 800.634.4300. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR

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LOCAL UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject

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matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Ohio Contract Summary

Electricity Supplier Information	XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0619 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy (Electricity) service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term:XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services:XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price:As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs:Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio ("PUCO") for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech



impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

Service Complaints: For service problems or complaints, you should contact your local utility by calling: Duke Energy (Electricity) at 800.543.5599. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous: Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility's regulated sales service rate.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental



characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.



Admin Options

[Return to Main Menu](#)

Search Enrollments

[CANCEL](#)

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 2021 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 3/5/2021 4:39:27 PM
Enrollment Confirmed Yes - 3/5/2021 4:39:27 PM
IP Submitted [REDACTED]

Sales Agent Information

Sales Agent ID 08249952
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DUKE-GAS
Rate Code DUKGRFE01200459000010001
Rate Price \$0.459

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2
Service City Mason
Service State OH
Service Zip 45040
Service Zip 4 4659
Service County Warren

Billing Information

Company Name

First Name

Last Name

Phone

Number

Email

Address

Language

Preference: E

Tax

Exempt: No

Your city or town of birth?

eID Information

Fraud Alert No

Required No

Reason

Passed No

Transaction

ID

Transaction

ID 2

Transaction

ID 3

Deposit Information

Amount

Owed

Credit Checked No

Equifax

Transaction

ID

Experian

Transaction

ID

Experian

No Hit

Transaction

ID

Adverse Actions No

Affirmation Statements

Date

Recorded

Statement

3/5/2021
4:37:21 PM

I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee

3/5/2021
4:37:21 PM

I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.

3/5/2021
4:37:21 PM

I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies

3/5/2021
4:37:21 PM

I am the utility account holder or a person that has legal authorization on this account.

3/5/2021
4 37 21 PM

By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

3/5/2021
4:37:21 PM

I understand that by switching my service to XOOM Energy my utility company will continue to bill me as they always have. All XOOM Energy-related charges will

Billing Address

Billing

Address

2

Billing

City

Mason

Billing

State

OH

Billing

Zip

45040

Previous Information

Previous

Address

Previous

Address

2

Previous

City

Previous

State

Previous

Zip

Business Information

Business

Name

Other

Business

Address

Business

City

Business

State

Business

Zip

Administration

appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.





Admin Options

[Return to Main Menu](#)

Search Enrollments

[CANCEL](#)

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20210 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 3/5/2021 4:39:22 PM
Enrollment Confirmed Yes - 3/5/2021 4:39:22 PM
IP Submitted [REDACTED]

Sales Agent Information

Sales Agent ID 08249952
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DUKE
Rate Code CGEERFE01200061900010001
Rate Price \$0.0619

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2
Service City Mason
Service State OH
Service Zip 45040
Service Zip 4 4659
Service County Warren

Billing Information

Company Name
First Name [REDACTED]
Last Name [REDACTED]
Phone Number [REDACTED]
Email Address [REDACTED]
Language Preference: E
Tax Exempt: No
Your city or town of birth?

Billing Address [REDACTED]
Billing Address 2
Billing City Mason
Billing State OH
Billing Zip 45040

eID Information

Fraud Alert Required Reason Passed No
Transaction ID
Transaction ID 2
Transaction ID 3

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

Deposit Information

Amount Owed
Credit Checked No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions No

Business Information

Business Name
Other
Business Address
Business City
Business State
Business Zip

Affirmation Statements

Date Recorded	Statement
3/5/2021 4:37:04 PM	I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee
3/5/2021 4:37:04 PM	I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly
3/5/2021 4:37:04 PM	I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
3/5/2021 4:37:04 PM	I am the account holder or a person that has legal authorization on this account.
3/5/2021 4 37 04 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded

telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

3/5/2021
4:37:04 PM

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past

3/5/2021
4:37:04 PM

I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.





11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

March 23, 2021

Ms. Darita Patterson
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00674156 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the additional information regarding the complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

It is important to note that the account holder of record is [REDACTED] and that there are no other authorized person(s) noted to transact on the account in our customer information system. With that being said, XOOM Energy is diligent with regard to protecting its customer’s information and provides the below strictly for the Commission's information.

[REDACTED] enrolled with XOOM Energy on March 5, 2021 through XOOM Energy’s website, for both his electric and natural gas services. At the time of the enrollments, [REDACTED] signed up for XOOM Energy’s SureLock 12 product, a fixed price plan for a duration of of 12 months, for both the electric and natural gas services. As these were on-line enrollments there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order (see attached).

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event. It is important to note the phone number (513-265-1555) to which the welcome call was placed matches the phone number provided on the complaint filed with the Ohio State Public Service Commission, indicating the customer received the welcome call.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy



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prior to the acceptance of any referrals. The independent representative associated with the enrollment is Sukhpal Rai, and training was completed on March 2, 2021.

In conjunction with our investigation, our channel partner was asked to reach out to the independent representative. Due to the short window for our response, we have not received a response back from our channel partner. Once they are able to speak with the independent representative, they will provide an update. If the independent representative fails to respond to their attempts, XOOM Energy will take the appropriate action, up to and including de-activation.

On March 8, 2021, XOOM Energy received a drop transaction for [REDACTED] electric and natural gas accounts from the local utility. The local utility provided a return to standard offer service date of March 23, 2021 for both the electric and natural gas accounts.

Where [REDACTED] occurred within the rescission period, the accounts have not and will not provision to XOOM Energy and the early termination fees will not be assessed.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00674157
Account Name: [REDACTED] [REDACTED]
Type: [REDACTED]
Status: Closed
Preferred Contact Method: No Preference
Owner: Darita Patterson
Account in Question: XOOM Energy Ohio LLC
Account Holder: [REDACTED]
Priority: Standard
Service Type: Residential

CASE DATES:

Date Opened: 03-19-2021
Date Closed: 04-01-2021
Case Age in Business Days: 18

Contact Information

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

Service Address Information

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

Industry Information

AIQ Industry: Electric
AIQ Sub-Industry: Competitive Retail Electric Service Provider
AIQ Sub-Sub-Industry: [REDACTED]
Non-Jurisdictional Case:
Territory Account: 001t0000008OFY3AAO
General Code: Marketing -- Electric
Specific Code: Enrollment Dispute

Additional Information

PUCO ID: 343097
Case Formal Complaint Specialist Approved: [REDACTED]
Docketing Case Number: [REDACTED]
Legacy Case ID: [REDACTED]
Case Formal Complaint Supervisor Approved: [REDACTED]

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Informed [REDACTED] [REDACTED] that the enrollment was completed online by a [REDACTED] [REDACTED]. She said he never would have done that. Informed her of documentation and that the enrollment was canceled quick enough that there will be no change to the account.
ICB.
She thanked me for the information.

Case Comments

Created Date	Comment
3/19/2021 11:39:40 AM	cust states without her knowledge or permission, both her elec and gas supplier was changed to XE. cust states she thought the 2nd letter from Xoom was a duplicate until she read them both and seen one said elec and one said gas. cust states she contacted DE and was able to cancel both with them. i adv we can open an inv and req supplier add her to their do not contact list. i also adv of EDNA and added cust and explained this applies to elec only. cust understood and thanked me. gave case nums, name and ICB.
4/1/2021 10:05:07 AM	Informed [REDACTED] [REDACTED] that the enrollment was completed online by a [REDACTED] [REDACTED]. She said he never would have done that. Informed her of documentation and that the enrollment was canceled quick enough that there will be no change to the account. ICB. She thanked me for the information.

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: Lucretia Washington
Tasks Correspondence Review: 0
Tasks Correspondence Review:0
Last Modified by: Samantha Boerstler
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Case Images

Created Date	Images
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Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00674457
Account Name: [REDACTED]
Type: [REDACTED]
Status: Closed
Preferred Contact Method: No Preference
Owner: Alfred Thompson
Account in Question: XOOM Energy Ohio LLC
Account Holder: [REDACTED]
Priority: Standard
Service Type: Residential

CASE DATES:

Date Opened: 03-22-2021
Date Closed: 03-29-2021
Case Age in Business Days: 12

Contact Information

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

Service Address Information

Service Account Number:
Service Address Street: [REDACTED]
Service Address City: Mount Vernon
Service Address Country: United States
Service Address County: Knox
Service Address State: Ohio
Service Address Zip:
Service Address Phone: [REDACTED]

Industry Information

AIQ Industry: Electric
AIQ Sub-Industry: Competitive Retail Electric Service Provider
AIQ Sub-Sub-Industry:
Non-Jurisdictional Case:
Territory Account: 001t0000008OFZLAA4
General Code: Marketing -- Electric
Specific Code: Enrollment Dispute

Additional Information

PUCO ID: 343097
Docketing Case Number:
Legacy Case ID:
Case Formal Complaint Specialist Approved:
Case Formal Complaint Supervisor Approved:

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Left vm advising of Xoom's response.

Case Comments

Created Date	Comment
3/22/2021 9:53:05 AM	<p>States she received a call from Xoom but doesn't remember signing up with the company and she gets confused. She doesn't want to switch and has spoken to AEP over the weekend to cancel.</p> <p>Could you verify that the enrollment was cancelled and that she's added to the do not contact list.</p> <p>She doesn't remember the TPV or anything about the call because she gets so many sales calls. Gave number to the Federal DNC.</p> <p>She has an answering machine and it's ok to leave a message.</p> <p>Gave name/case#/inv timeline/ICB</p>
3/23/2021 9:23:41 AM	<p>Customer is calling back about Xoom. She received a rescission letter in the mail from AEP,. She has until 3/23/21 to rescind. Provided ea number to rescind. A vided that the PUCO has already opened an investigation to discern how the enrollment occurred. She says that she has never heard of Xoom. Advised that we will ask the company to stop soliciting her as well. Advised that if there are any other suppliers calling her, we would need to know the supplier's name in order to get the calls stopped. Advised that I would note the case with her call and invited a call back.</p>
3/29/2021 1:38:48 PM	<p>I left a message advising caller of her her enrollment through the Xoom website on 3/12/21 and her cancellation of the service effective 4/16/21 with no ETFs or other fees assessed. ICB</p> <p>**Closing case</p>
3/29/2021 1:39:30 PM	<p>Resolution Comments: Left vm advising of Xoom's response.</p>

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: Jermeki Knox	Last Modified by: Barbara Bossart
# Tasks Correspondence Review: 0	Next Activity Date:
# Tasks Correspondence Review:0	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 3/23/2021 9:12:15 AM

Email HTML Version:



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

CASE ID: 00674457

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED] Mount Vernon, Ohio 43050

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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 morning,

■■■■■■ does not recall agreeing to service with Xoom Energy. She prefers to stay with her utility and is concerned about all the confusing sales calls that she receives.

Please review and provide response:

1. How was ■■■■■■ enrollment initiated?
2. Can you provide a copy of the original sales call, third-party verification, signed contract and/or proof of customer enrollment?
3. What is the start date of ■■■■■■ plan with Xoom Energy?
4. Has the customer called in to cancel service or has Xoom been contacted by the utility? Can you cancel the service without penalty?
5. Can you add ■■■■■■ and her information to Xoom's internal do not contact list and cease further contact?

Any additional information that you can provide would be appreciated.
Thank you

Sincerely,

Alfred Thompson

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

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

ref:_00Dt0GzXt._500t0jJVuO:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00674457

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED] Mount Vernon, Ohio 43050

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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:

Sincerely,

Case Number: 00674457

Alfred Thompson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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Email Created Date: 3/25/2021 7:15:26 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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or distribution of this information may be subject to legal restriction or sanction. Please notify the sender, by electronic mail or telephone, of any unintended recipients and delete the original message without making any copies.

From: Alfred Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 23, 2021 9:12 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00674457 [ref:_00Dt0GzXt._500t0jJVuO:ref]



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

CASE ID: 00674457

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED] Mount Vernon, Ohio 43050

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE 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 morning,

[REDACTED] does not recall agreeing to service with Xoom Energy. She prefers to stay with her utility and is concerned about all the confusing sales calls that she receives.

Please review and provide response:

1. How was [REDACTED] enrollment initiated?
2. Can you provide a copy of the original sales call, third-party verification, signed contract and/or proof of customer enrollment?
3. What is the start date of [REDACTED] plan with Xoom Energy?
4. Has the customer called in to cancel service or has Xoom been contacted by the utility? Can you cancel the service without penalty?
5. Can you add [REDACTED] and her information to Xoom's internal do not contact list and cease further contact?

Any additional information that you can provide would be appreciated.

Thank you

Sincerely,

Alfred Thompson

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Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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Email Text Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>> should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
[myxoomenergy.com](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$>)<[https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg\\$>](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$>)
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\\$>](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q$>) [XOOM Energy Twitter]
<[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\\$>](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ$>)
[XOOM Energy LinkedIn]

<[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw\\$>](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw$>)

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From: Alfred Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 23, 2021 9:12 AM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00674457 [ref:_00Dt0GzXt._500t0jJVuO: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: 00674457

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED] Mount Vernon, Ohio 43050

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

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Please review and provide response:

1. How was [REDACTED] enrollment initiated?
2. Can you provide a copy of the original sales call, third-party verification, signed contract and/or proof of customer enrollment?
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4. Has the customer called in to cancel service or has Xoom been contacted by the utility? Can you cancel the service without penalty?
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Any additional information that you can provide would be appreciated. Thank you

Sincerely,

Alfred Thompson
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!fe0XErQWny2HM-r0g5YZH30DAIRviRE46XZWKsbsFCxKjo5xaaYrROF-8fgbkjacRiBGhBh6\$>

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[https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000E7Wwi&from=ext]

ref:_00Dt0GzXt._500t0jJVuO:ref

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Case Images

Created Date	Images
3/25/2021 7:15:29 PM	
3/25/2021 7:15:29 PM	
3/25/2021 7:15:29 PM	
3/25/2021 7:15:29 PM	

3/25/2021 7:15:29 PM





Ohio Contract Summary

Electricity Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0599 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. Please see your Terms and Conditions for more details.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised [REDACTED]. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its [REDACTED]

Service & Term: XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price: As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs: Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised [REDACTED] No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay monthly the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. If you do not meet our credit standards or cannot demonstrate satisfactory credit, XOOM may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall be in compliance with any applicable Ohio statute, regulation, or other controlling authority and will be requested prior to beginning service with XOOM. XOOM will apply any cash deposit held on your behalf plus any accrued interest as determined by any applicable Ohio statute, regulation, or other controlling authority to the outstanding balance on your final bill, if applicable and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may



visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio (“PUCO”) for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer’s Counsel (“OCC”) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment:This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints:For service problems or complaints, you should contact your local utility by calling: AEP Ohio at 800.672.2231. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility’s tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering:Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous:Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility’s regulated sales service rate.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL,



CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

March 25, 2021

Mr. Alfred Thompson
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00674457 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on March 12, 2021 through XOOM Energy's website. At the time of the enrollment, [REDACTED] signed up for XOOM Energy's SureLock 12 product, a fixed price plan for a duration of 12 months. As this was an on-line enrollment there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order (see attached).

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Vippen Bagga, and training was completed on March 11, 2021.

In conjunction with our investigation, our channel partner was asked to reach out to the independent representative. Due to the short window for our response, we have not received a response back from our channel partner. Once they are able to speak with the independent representative, they will provide an update. If the independent representative fails to respond to their attempts, XOOM Energy will take the appropriate action, up to and including de-activation.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
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On March 15, 2021, a Network Marketing Sales & Quality Assurance affirmation call was placed to [REDACTED] [REDACTED] in conjunction with our quality assurance process. The call disposition was noted as: Success – Message played to live person.

On March 21, 2021, XOOM Energy received a drop transaction for [REDACTED] [REDACTED] electric account from the local utility. The local utility provided a return to standard offer service date of April 16, 2021 for the electric account.

It is important to note that [REDACTED] [REDACTED] electric account will not provision to XOOM Energy and the early termination fees will not be assessed.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



Admin Options

[Return to Main Menu](#)

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 202-
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 3/12/2021 3:16:28 PM
Enrollment Confirmed Yes - 3/12/2021 3:16:28 PM
IP Submitted

Sales Agent Information

Sales Agent ID 04404015
Accreditation Number

Account Information

Account Number
Meter Number
Customer Name Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code OHIOPOWER
Rate Code OPCERFE01200059900010001
Rate Price \$0.0599

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address
Service Address 2
Service City Mount Vernon
Service State OH
Service Zip 43050
Service Zip 4 1057
Service County Knox

Billing Information

Company Name
First Name [REDACTED]
Last Name [REDACTED]
Phone Number [REDACTED]
Email Address [REDACTED]
Language Preference: E
Tax Exempt: No
Your city or town of birth?

Billing Address [REDACTED]
Billing Address 2
Billing City Mount Vernon
Billing State OH
Billing Zip 43050

eID Information

Fraud Alert Required No
Reason Passed No
Transaction ID
Transaction ID 2
Transaction ID 3

Previous Information

Previous Address 2
Previous City
Previous State
Previous Zip

Deposit Information

Amount Owed
Credit Checked No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions No

Business Information

Business Name
Other Business Address
Business City
Business State
Business Zip

Affirmation Statements

Date Recorded	Statement
3/12/2021 3:11:21 PM	I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee
3/12/2021 3:11:21 PM	I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly
3/12/2021 3:11:21 PM	I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
3/12/2021 3:11:21 PM	I am the account holder or a person that has legal authorization on this account.
3/12/2021 3 11 21 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded

telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

3/12/2021
3:11:21 PM

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past

3/12/2021
3:11:21 PM

I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.





New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

Environmental Disclosure Information

With your enrollment, you are eligible to receive a \$100 eGift Card after 2 consecutive months of service. Please be aware the delivery of this eGift Card can take up to 6 weeks after you have completed your 2 consecutive months of service. The eGift Card will be sent to the email address associated with your XOOM Energy account(s) with information on how to redeem. To ensure delivery of this email to your inbox, add customercare@xoomenergy.com to your address book. For full details and rules, please [click here](#).

Confirmation Number: 2021 [REDACTED]

Billing Info

[REDACTED]
Mount Vernon, OH 43050
United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: AEP Ohio
Electric Service Delivery ID Number: [REDACTED]
[REDACTED]
Mount Vernon, OH 43050

Rate Plan

Plan: SureLock 12
Price: \$0.0599/kWh
Term: 12 months
No Monthly Fee
Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 04404015

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>

Thank you for choosing XOOM Energy!



XOOM
xtras

XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!

Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form
myxoomenergy.com

customer-care@xoomenergy.com

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

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Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00675003
Account Name: [REDACTED]
Type: [REDACTED]
Status: Closed
Preferred Contact Method: No Preference

Owner: Maureen Harbolt
Account in Question: XOOM Energy Ohio LLC
Account Holder:
Priority: Standard
Service Type: Residential

CASE DATES:

Date Opened: 03-23-2021
Date Closed: 04-08-2021
Case Age in Business Days: 17

Contact Information

Contact: [REDACTED]
Phone: [REDACTED]
Mobile: [REDACTED]

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

Service Address Information

Service Account Number:
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: Marketing -- Electric
Specific Code: Enrollment Dispute

Additional Information

PUCO ID: 343097
Docketing Case Number:
Legacy Case ID:

Case Formal Complaint Specialist Approved:
Case Formal Complaint Supervisor Approved:

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Called customer to close, explained xoom's "warm marketing" she states she received a letter from them welcoming her and she called duke again to block the switch. Caller states she kept getting calls from Xoom about enrolling but when she called they told her the people enrolling don't work for the company and we went over the warm enrollment again. Customer states she had a similar thing happen last year with Verde and she was paying 300 bills and never authorized. Advised I would open a separate case. per MG keep the case.
ICB

Case Comments

Created Date	Comment
3/23/2021 1:26:15 PM	Customer is calling about Xoom. She just rescinded an enrollment request for her gas and electric. She says that never enrolled with the company at all. Discussed the types of "friends and family" enrollments I have seen with Xoom. She says that her internet provider is Spectrum. Advised that somehow the company got her account number. She would also like the company to place her on its Do Not Contact list for the future. Advised that if this was a "friends & family" type of enrollment, we could also get the name of the salesperson, whom she may know. Explained that I would send for investigation, provided case IDs, explained time involved,

3/26/2021 7:53:57 AM

Co response:

██████████ enrolled with XOOM Energy on March 16, 2021 through XOOM Energy's website, for both her electric and natural gas services. At the time of the enrollments, ██████████ signed up for XOOM Energy's SureLock 12 product, a fixed price plan for a duration of 12 months, for both the electric and natural gas services. As these were on-line enrollments there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders (see attached).

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event. It is important to note the phone number ██████████ ██████████ to which the welcome call was placed matches the phone number provided on the complaint filed with the Ohio State Public Service Commission, indicating the customer received the welcome call.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Gurunder Gill, and training was completed on March 15, 2021.

In conjunction with our investigation, our channel partner was asked to reach out to the independent representative. Due to the short window for our response, we have not received a response back from our channel partner. Once they are able to speak with the independent representative, they will provide an update. If the independent representative fails to respond to their attempts, XOOM Energy will take the appropriate action, up to and including de-activation.

On March 17, 2021, a Network Marketing Sales & Quality Assurance affirmation call was placed to ██████████ in conjunction with our quality assurance process. The call disposition was noted as: Success – Message played to live person. Following the call, ██████████ ██████████ contacted Network Marketing Sales & Quality Assurance's after hours voicemail and advised she wishes to cancel her enrollments.

On March 19, 2021, upon receipt of ██████████ voicemail, XOOM Energy's Network Marketing Sales & Quality Assurance department placed a drop for ██████████ ██████████ electric and natural gas accounts. The local utility provided a return to standard offer service date of March 24, 2021 for both the electric and natural gas accounts.

Where ██████████ cancellations occurred within the rescission period, the accounts have not and will not provision to XOOM Energy and the early termination fees will not be assessed.

3/30/2021 3:05:23 PM	Resolution Comments: Called customer to close, explained xoom's "warm marketing" she states she received a letter from them welcoming her and she called duke again to block the switch. Caller states she kept getting calls from Xoom about enrolling but when she called they told her the people enrolling don't work for the company and we went over the warm enrollment again. Customer states she had a similar thing happen last year with Verde and she was paying 300 bills and never authorized. Advised I would open a separate case. per MG keep the case. ICB
4/8/2021 7:46:00 AM	Email follow up sent to co regarding the solicitation and enrollment. The email is incorrect and the IP is from Pakistan. The company is continuing to conduct an investigation. AW and DR are aware of this issue.

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 Coady
 # Tasks Correspondence Review: 0
 # Tasks Correspondence Review:0

Last Modified by: Bhasker Kondaveeti
 Next Activity Date:
 Case Grade Created:
 Case Grade Target:

Case Emails

Email Created Date: 3/23/2021 2:27:31 PM

Email HTML Version:



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

CASE ID: 00675003

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

DESCRIPTION OF ISSUE:

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

Please review the account and advise:

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

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

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

Sincerely,

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._500t0jJrhx:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas & Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00675003

Case Number: 00675003

CUSTOMER: [REDACTED]

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

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

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

DESCRIPTION OF ISSUE:

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When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

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ref:_00Dt0GzXt._500t0jJrhx:ref

Email Created Date: 3/25/2021 7:46:09 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Maureen Harbolt <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 23, 2021 2:31 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [ref:_00Dt0GzXt._500t0jJrhx:ref]



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

CASE ID: 00675003

CUSTOMER: [REDACTED]

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

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

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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Maureen Harbolt

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Service Monitoring and Enforcement Department
Customer Service Investigator
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Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
myxoomenergy.com <[https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg\\$>](https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg$>)
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home] <<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<[https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\\$>](https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q$>) [XOOM Energy Twitter]
<[https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\\$>](https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ$>)

[XOOM Energy LinkedIn]
<[https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw\\$>](https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw$>)

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From: Maureen Harbolt <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 23, 2021 2:31 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [
ref:_00Dt0GzXt._500t0Jrhx:ref]

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

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

CASE ID: 00675003

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED], Cincinnati, Ohio 45215

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

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7. The contract expiration notices mailed to the customer.

Sincerely,

Maureen Harbolt
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!YT9wM-8SbaaP0ccUH7-pPXTt-SSHU7spCT5QRizzD09-lkbZv0ufG0LKOAL9UX4tI3U2csXT\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!YT9wM-8SbaaP0ccUH7-pPXTt-SSHU7spCT5QRizzD09-lkbZv0ufG0LKOAL9UX4tI3U2csXT$>)

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Email Created Date: 4/1/2021 10:11:56 AM

Email HTML Version:



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00675003

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

AIQ: XOOM Energy Ohio LLC

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

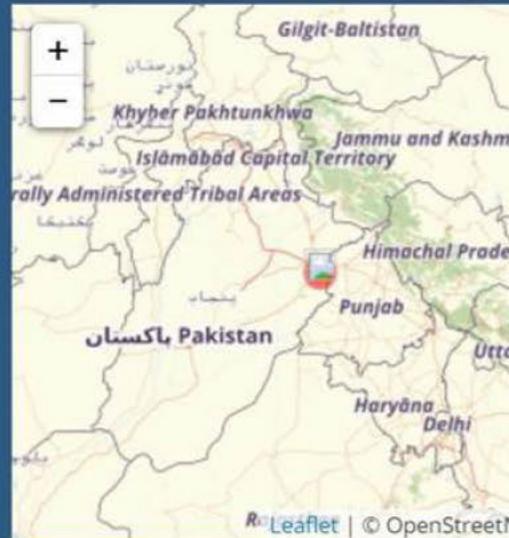
DESCRIPTION OF ISSUE:

Good morning,

Thank you for the information provided. I have had a chance to review the information with the customer and there are several things of concern. The customer was solicited by telephone by the representative and he told me "was going to enroll" and became aggressive regarding the enrollment. Also the email address provided was not the customer's email, and finally the IP address for the enrollment is out of Pakistan.

IP Details For: 39. [REDACTED]

Decimal: 656783811
Hostname: 39.37.185.195
ASN: 17557
ISP: PTCL
Organization: PTCL
Services: None detected
Type: [Broadband](#)
Assignment: [Likely Static IP](#)
Continent: Asia
Country: Pakistan
State/Region: Punjab
City: Lahore



Latitude: 31.4931 (31° 29' 35")
Longitude: 74.3699 (74° 22' 11")
Postal Code: 54000

[CLICK TO CHECK BLACKLIST STATUS](#)

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: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 3/25/2021 7:44 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [ref:_00Dt0GzXt._500t0jRhx:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com

11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078

Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Maureen Harbolt <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 23, 2021 2:31 PM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [ref:_00Dt0GzXt._500t0jRhx:ref]



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

CASE ID: 00675003

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED], Cincinnati, Ohio 45215

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Consumer Services Division

Memorandum

CASE ID: [REDACTED]

CUSTOMER: [REDACTED]

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

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

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Customer Service Investigator

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Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [ref:_00Dt0GzXt._500t0jJrhx:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas & Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00675003

CUSTOMER: [REDACTED]

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

Case Number: 00675003

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

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

NIQ: [REDACTED]

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Email Created Date: 4/7/2021 11:08:21 AM

Email HTML Version:

Good Morning [REDACTED] Harbolt,

We are conducting a deep investigation and will share additional information as our investigation concludes.

Thank you,



Patti Kulesa
Sr. Manager, NWM Sales & Quality Control
11208 Statesville Road, Suite 200
Huntersville, NC 28078
704-274-3000 (o)

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From: Maureen Harbolt contactthepuco@puc.state.oh.us
Sent: Thursday, April 1, 2021 10:12 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Cc: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>; amy.walker@puco.ohio.gov
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [ref:_00Dt0GzXt._500t0jJrhx:ref]



PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00675003

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]

[REDACTED] Cincinnati, Ohio 45215

AIQ: XOOM Energy Ohio LLC

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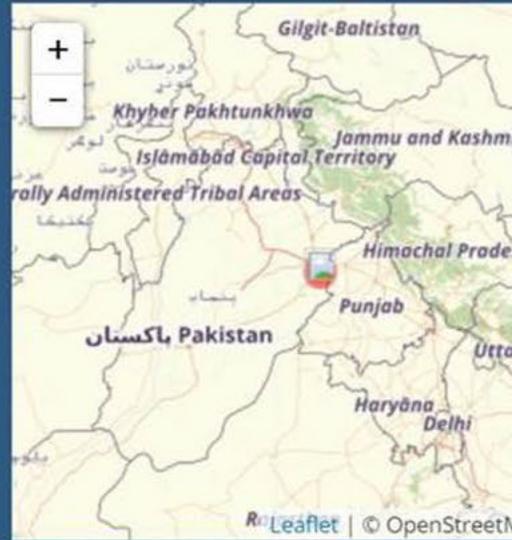
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IP Details For: [REDACTED]

Decimal: 656783811
Hostname: 39.37.185.195
ASN: 17557
ISP: PTCL
Organization: PTCL
Services: None detected
Type: [Broadband](#)
Assignment: [Likely Static IP](#)
Continent: Asia
Country: Pakistan
State/Region: Punjab
City: Lahore



Latitude: 31.4931 (31° 29' 35")
Longitude: 74.3699 (74° 22' 11")
Postal Code: 54000

[CLICK TO CHECK BLACKLIST STATUS](#)

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.

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

From: Aguila, Rudy [raguila@xoomenergy.com]

Sent: 3/25/2021 7:44 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [ref:_00Dt0GzXt._500t0jJrhx:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,

Rudy Aguila

Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Maureen Harbolt <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 23, 2021 2:31 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [ref:_00Dt0GzXt._500t0jJrhx:ref]



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

CASE ID: 00675003
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
[REDACTED] Cincinnati, Ohio 45215
SERVICE ADDRESS: [REDACTED]
[REDACTED] Cincinnati, Ohio 45215
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
ALTERNATIVE PHONE 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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)***

DESCRIPTION OF ISSUE:

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

Please review the account and advise:

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

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

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

Sincerely,

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._500t0jJrhx:ref

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Email Text Version:

Case Number: 00675003

Good Morning Ms. Harbolt,

We are conducting a deep investigation and will share additional information as our investigation concludes.

Thank you,

[NRG Energy]
[cid:image009.jpg@01D72B9E.47629870]
Patti Kulesa
Sr. Manager, NWM Sales & Quality Control
11208 Statesville Road, Suite 200
Huntersville, NC 28078
704-274-3000 (o)

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From: Maureen Harbolt
contactthepuco@puc.state.oh.us<mailto:contactthepuco@puc.state.oh.us>
Sent: Thursday, April 1, 2021 10:12 AM
To: Aguila, Rudy <raguila@xoomenergy.com>
Cc: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>;
amy.walker@puco.ohio.gov
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [
ref:_00Dt0GzXt._500t0jJrhx:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00675003
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
[REDACTED], Cincinnati, Ohio 45215

SERVICE ADDRESS: [REDACTED]
[REDACTED] Cincinnati, Ohio 45215
AIQ: XOOM Energy Ohio LLC

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,

Thank you for the information provided. I have had a chance to review the information with the customer and have several things of concern. The customer was solicited by telephone by the representative and he told her that she "was going to enroll" and became aggressive regarding the enrollment. Also the email address provided is not the customers email, and finally the IP address for the enrollment is out of Pakistan.

[cid:image010.jpg@01D72B9E.47629870]

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.](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!btYlhpTXqH2NS-wRdrr6kWt0XtzDpCS2_Epaa00dDfft8KW9INZ_CNEPblQ8iRQ569chLign$></p></div><div data-bbox=)

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From: Aguila, Rudy [raguila@xoomenergy.com]
Sent: 3/25/2021 7:44 PM

To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>;
consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [
ref:_00Dt0GzXt._500t0jJrhx:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at
consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com> should you
have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC |
myxoomenergy.com<https://urldefense.com/v3/__http://myxoomenergy.com/__;!!BJC6uDBu-
zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvNrh_EAg\$>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<http://xoomenergy.com/en> [XOOM Energy Facebook]
<https://urldefense.com/v3/__https://www.facebook.com/XOOM-Energy-
139689256101723/__;!!BJC6uDBu-zY!cYQegPOkXOdWT-
w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QsACTkj7Q\$> [XOOM Energy Twitter]
<https://urldefense.com/v3/__https://twitter.com/xoomenergy__;!!BJC6uDBu-
zY!cYQegPOkXOdWT-w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QvBUf7_EQ\$>

[XOOM Energy LinkedIn]
<https://urldefense.com/v3/__https://www.linkedin.com/company/xoom-
energy__;!!BJC6uDBu-zY!cYQegPOkXOdWT-
w2n6iLrFkuKLhavKz9Y1YNJIKM4gJN_t9VNVHSPkDA9QtuuC-9Mw\$>

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unintended recipients and delete the original message without making any copies.

From: Maureen Harbolt
<contactthepuco@puc.state.oh.us<mailto:contactthepuco@puc.state.oh.us>>
Sent: Tuesday, March 23, 2021 2:31 PM
To: Consumer Affairs (Xoom)
<consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00675003 [
ref:_00Dt0GzXt._500t0jRhx:ref]

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

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

CASE ID: 00675003
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED]
[REDACTED] Cincinnati, Ohio 45215
SERVICE ADDRESS: [REDACTED]
[REDACTED] Cincinnati, Ohio 45215
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
ALTERNATIVE PHONE NUMBER:
NIQ: [REDACTED]

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Sincerely,

Maureen Harbolt
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
[www.PUCO.ohio.gov](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!YT9wM-8SbaaP0ccUH7-pXTt-SSHU7spCT5QRizzD09-IkbZv0ufGOLKOAL9UX4tI3U2csXT$>)<[https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!YT9wM-8SbaaP0ccUH7-pXTt-SSHU7spCT5QRizzD09-IkbZv0ufGOLKOAL9UX4tI3U2csXT\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!YT9wM-8SbaaP0ccUH7-pXTt-SSHU7spCT5QRizzD09-IkbZv0ufGOLKOAL9UX4tI3U2csXT$>)

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ref:_00Dt0GzXt._500t0jJrhx:ref

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Case Images

Created Date	Images
3/25/2021 7:46:11 PM	
3/25/2021 7:46:11 PM	
3/25/2021 7:46:11 PM	
3/25/2021 7:46:11 PM	
3/25/2021 7:46:11 PM	
4/1/2021 10:11:56 AM	
4/1/2021 10:11:56 AM	
4/1/2021 10:11:56 AM	
4/1/2021 10:11:56 AM	
4/1/2021 10:11:56 AM	
4/7/2021 11:08:23 AM	
4/7/2021 11:08:23 AM	

4/7/2021 11:08:23 AM	
4/7/2021 11:08:23 AM	
4/7/2021 11:08:23 AM	
4/7/2021 11:08:23 AM	
4/7/2021 11:08:23 AM	
4/7/2021 11:08:23 AM	<div data-bbox="509 800 1442 1484"> <p>IP Details For: [REDACTED]</p> <ul style="list-style-type: none"> Decimal: 656783811 Hostname: 39.37.185.195 ASN: 17557 ISP: PTCL Organization: PTCL Services: None detected Type: Broadband Assignment: Likely Static IP Continent: Asia Country: Pakistan State/Region: Punjab City: Lahore <div data-bbox="1024 963 1370 1266">  </div> <p>Latitude: 31.4931 (31° 29' 35.16" N) Longitude: 74.3699 (74° 22' 11.64" E) Postal Code: 54000</p> <p>CLICK TO CHECK BLACKLIST STATUS</p> </div>



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

With your enrollment, you are eligible to receive a \$100 eGift Card after 2 consecutive months of service. Please be aware the delivery of this eGift Card can take up to 6 weeks after you have completed your 2 consecutive months of service. The eGift Card will be sent to the email address associated with your XOOM Energy account(s) with information on how to redeem. To ensure delivery of this email to your inbox, add customercare@xoomenergy.com to your address book. For full details and rules, please [click here](#).

Confirmation Number: 2021 [REDACTED]

Billing Info



Cincinnati, OH 45215
United States of America

Primary Phone #: [REDACTED]

Email: [REDACTED]

Service Info

Utility Name: Duke Energy (Electricity)

Electric Account Number: [REDACTED]



Cincinnati, OH 45215

Rate Plan

Plan: SureLock 12

Price: \$0.0619/kWh

Term: 12 months

No Monthly Fee

Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 09623306

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **1 888 997 8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>.

Thank you for choosing XOOM Energy!



XOOM
xtras

XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!

Contact Us

By Phone

(888) 997-8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

customer care@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy").

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New Customer Enrollment

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With your enrollment, you are eligible to receive a \$50 eGift Card after 2 consecutive months of service. Please be aware the delivery of this eGift Card can take up to 6 weeks after you have completed your 2 consecutive months of service. The eGift Card will be sent to the email address associated with your XOOM Energy account(s) with information on how to redeem. To ensure delivery of this email to your inbox, add customercare@xoomenergy.com to your address book. For full details and rules, please [click here](#).

Confirmation Number: 202 [REDACTED]

Billing Info



Cincinnati, OH 45215
United States of America

Primary Phone #: [REDACTED]

Email: [REDACTED]

Service Info

Utility Name: Duke Energy (Natural Gas)

Gas Account Number: [REDACTED]



Cincinnati, OH 45215

Rate Plan

Plan: SureLock 12
Price: \$0.459/ccf
Term: 12 months
No Monthly Fee
Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

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Business ID: 09623306

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy"), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the utility account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your natural gas service will be switched to XOOM Energy on your next meter read. The entire process may take 15-45 days depending on the date of your meter read.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>.

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



Contact Us

By Phone

(888) 997-8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

customercare@xoomenergy.com

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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

March 25, 2021

Ms. Maureen Harbolt
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00675003 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on March 16, 2021 through XOOM Energy's website, for both her electric and natural gas services. At the time of the enrollments, [REDACTED] signed up for XOOM Energy's SureLock 12 product, a fixed price plan for a duration of 12 months, for both the electric and natural gas services. As these were on-line enrollments there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders (see attached).

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event. It is important to note the phone number [REDACTED] to which the welcome call was placed matches the phone number provided on the complaint filed with the Ohio State Public Service Commission, indicating the customer received the welcome call.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Gurunder Gill, and training was completed on March 15, 2021.

In conjunction with our investigation, our channel partner was asked to reach out to the independent representative. Due to the short window for our response, we have not received a response back from our channel partner. Once they are able to speak with the independent representative, they will provide an update.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

If the independent representative fails to respond to their attempts, XOOM Energy will take the appropriate action, up to and including de-activation.

On March 17, 2021, a Network Marketing Sales & Quality Assurance affirmation call was placed to [REDACTED] in conjunction with our quality assurance process. The call disposition was noted as: Success – Message played to live person. Following the call, [REDACTED] contacted Network Marketing Sales & Quality Assurance's after hours voicemail and advised she wishes to cancel her enrollments.

On March 19, 2021, upon receipt of [REDACTED] voicemail, XOOM Energy's Network Marketing Sales & Quality Assurance department placed a drop for [REDACTED] electric and natural gas accounts. The local utility provided a return to standard offer service date of March 24, 2021 for both the electric and natural gas accounts.

Where [REDACTED] cancellations occurred within the rescission period, the accounts have not and will not provision to XOOM Energy and the early termination fees will not be assessed.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



Admin Options

[Return to Main Menu](#)

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 3/16/2021 6:12:14 PM
Enrollment Confirmed Yes - 3/16/2021 6:12:14 PM
IP Submitted 39.3 [REDACTED]

Sales Agent Information

Sales Agent ID 09623306
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DUKE
Rate Code CGEERFE01200061900010001
Rate Price \$0.0619

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth
Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2 [REDACTED]
Service City Cincinnati
Service State OH
Service Zip 45215
Service Zip 4
Service County Hamilton

Billing Information

Company Name**First Name****Last Name****Phone****Number****Email****Address****Language****Preference:** E**Tax****Exempt:** No**Your city or town of birth?****Billing Address****Billing Address****2****Billing City****State****Billing****Zip**

Cincinnati

OH

45215

eID Information**Fraud Alert** No**Required** No**Reason****Passed** No**Transaction ID****Transaction ID 2****Transaction ID 3****Deposit Information****Amount Owed****Credit Checked** No**Equifax****Transaction ID****Experian****Transaction ID****Experian****No Hit****Transaction ID****Adverse****Actions** No**Affirmation Statements****Date****Recorded****Statement**3/16/2021
6:09:08 PM

I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee

3/16/2021
6:09:08 PM

I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly

3/16/2021
6:09:08 PM

I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.

3/16/2021
6:09:08 PM

I am the account holder or a person that has legal authorization on this account.

3/16/2021
6 09 08 PM

By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded

Previous Information**Previous Address****Previous Address 2****Previous City****Previous State****Previous Zip****Business Information****Business Name****Other****Business Address****Business City****Business State****Business Zip**

Administration

telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

3/16/2021
6:09:08 PM

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past

3/16/2021
6:09:08 PM

I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.





Admin Options

[Return to Main Menu](#)

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 3/16/2021 6:12:14 PM
Enrollment Confirmed Yes - 3/16/2021 6:12:14 PM
IP Submitted 39 [REDACTED]

Sales Agent Information

Sales Agent ID 09623306
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DUKE
Rate Code CGEERFE01200061900010001
Rate Price \$0.0619

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2 [REDACTED]
Service City Cincinnati
Service State OH
Service Zip 45215
Service Zip 4
Service County Hamilton

Billing Information

Company Name

First Name

Last Name

Phone

Number

Email

Address

Language

Preference: E

Tax

Exempt: No

Your city or town of birth?

Billing Address

Billing Address

2

Billing City

Cincinnati

Billing State

OH

Billing Zip

45215

eID Information

Fraud Alert No

Required No

Reason

Passed No

Transaction ID

Transaction ID 2

Transaction ID 3

Transaction ID 3

Deposit Information

Amount Owed

Credit Checked No

Equifax Transaction ID

Experian Transaction ID

Experian No Hit Transaction ID

Adverse Actions No

Adverse Actions

Previous Information

Previous Address

Previous Address

2

Previous City

Previous State

Previous Zip

Administration

telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

3/16/2021
6:09:08 PM

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past

3/16/2021
6:09:08 PM

I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.





Ohio Contract Summary

Electricity Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	<i>Fixed</i>
Supply Price	<i>Your rate for electricity purchases will be a fixed price of \$0.0619 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.</i>
Statement Regarding Savings	<i>The supply price may not always provide a savings.</i>
Deposit	<i>No deposit required in Duke Energy (Electricity) service territory.</i>
Contract Term and Expiration Date	<i>The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.</i>
Renewal Terms	<i>Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.</i>
Cancellation	<i>You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.</i>
Early Termination Fee	<i>\$100.</i>

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term:XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services:XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price:As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs:Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio ("PUCO") for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech



impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

Service Complaints: For service problems or complaints, you should contact your local utility by calling: Duke Energy (Electricity) at 800.543.5599. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous: Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility's regulated sales service rate.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental



characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.



Ohio Contract Summary

Gas Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	Fixed
Supply Price	Your rate for natural gas purchase will be a fixed price of \$0.4590 per Ccf, plus taxes and fees, if applicable.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy (Natural Gas) service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its [REDACTED]

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Ccf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised [REDACTED] No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory,



provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its [REDACTED]. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY toll free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Duke Energy (Natural Gas) at 800.634.4300. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR

DUKGRFE01200459000010001



LOCAL UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject

DUKGRFE01200459000010001



matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00675005	Owner: Maureen Harbolt
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 03-23-2021	Date Closed: 03-30-2021
Case Age in Business Days: 12	

Contact Information

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

Service Address Information

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

Industry Information

AIQ Industry: Gas	Territory Account: 001t0000008OFY3AAO
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: 343097	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

Called customer to close, explained xoom's "warm marketing" she states she received a letter from them welcoming her and she called duke again to block the switch. Caller states she kept getting calls from Xoom about enrolling but when she called they told her the people enrolling don't work for the company and we went over the warm enrollment again. Customer states she had a similar thing happen last year with Verde and she was paying 300 bills and never authorized. Advised I would open a separate case. per MG keep the case.
ICB

Case Comments

Created Date	Comment
3/23/2021 1:25:34 PM	Customer is calling about Xoom. She just rescinded an enrollment request for her gas and electric. She says that never enrolled with the company at all. Discussed the types of "friends and family" enrollments I have seen with Xoom. She says that her internet provider is Spectrum. Advised that somehow the company got her account number. She would also like the company to place her on its Do Not Contact list for the future. Advised that if this was a "friends & family" type of enrollment, we could also get the name of the salesperson, whom she may know. Explained that I would send for investigation, provided case IDs, explained time involved,
3/23/2021 2:32:20 PM	See case 675003 for email to co and comments.
3/30/2021 3:14:29 PM	Resolution Comments: Called customer to close, explained xoom's "warm marketing" she states she received a letter from them welcoming her and she called duke again to block the switch. Caller states she kept getting calls from Xoom about enrolling but when she called they told her the people enrolling don't work for the company and we went over the warm enrollment again. Customer states she had a similar thing happen last year with Verde and she was paying 300 bills and never authorized. Advised I would open a separate case. per MG keep the case. ICB

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 Coady
Tasks Correspondence Review: 0
Tasks Correspondence Review:0

Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Case Images

Created Date	Images
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Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00676546
Account Name: [REDACTED]
Type: [REDACTED]
Status: Closed
Preferred Contact Method: No Preference
Owner: Cindi Mack
Account in Question: XOOM Energy Ohio LLC
Account Holder: [REDACTED]
Priority: Standard
Service Type: Residential

CASE DATES:

Date Opened: 03-29-2021
Date Closed: 04-19-2021
Case Age in Business Days: 30

Contact Information

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

Service Address Information

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

Industry Information

AIQ Industry: Electric
AIQ Sub-Industry: Competitive Retail Electric Service Provider
AIQ Sub-Sub-Industry: [REDACTED]
Non-Jurisdictional Case:
Territory Account: 001t0000008OFZLAA4
General Code: Marketing -- Electric
Specific Code: Enrollment Dispute

Additional Information

PUCO ID: 343097
Docketing Case Number: [REDACTED]
Legacy Case ID: [REDACTED]
Case Formal Complaint Specialist Approved: [REDACTED]
Case Formal Complaint Supervisor Approved: [REDACTED]

Transportation Information

Crossing ID:
Railroad:
Railroad Street Name:

Description Information

Description:

Resolution:

See comments

Case Comments

Created Date	Comment
3/29/2021 11:14:50 AM	Customer said she keeps getting notices from Xoom Energy saying she's being switched to them. Every time she calls them they tell her she will not be switched and its taken care of only for her to get another notice later. She said she has never agreed to enroll with this company at all so she'd like to know how they got her account information. She also wants to be placed on all their DNC lists.

<p>4/1/2021 7:59:26 AM</p>	<p>Follow-up email sent to co.</p> <p>Elect was enrolled Mar 22, 2021 on-line- I.P. address 119 [REDACTED] FYI...IP Address 119 [REDACTED] ASN 45595 City Lahore State/Region Punjab Country Code Pakistan Postal Code 55110 ISP Pakistan Telecommuication Company Limited</p> <p>fixed rate of \$0.0599 for 12 mths upon completion of the enrollment a confirmation email was sent provided a copy of the T & C's W/in 24-hrs an automated call to [REDACTED] was made the cust the phone number matches the number provided in the complaint</p> <p>XOOM Energy markets w/partners who engage in independent reps to promote XOOM Energy products and refer custs to the XOOM Energy website through warm marketing methods Warm marketing meaning to friends, family, and acquaintances The reps are not allowed to engage in any cold marketing they are not allowed to enroll a cust -must send the cust to co's website for the cust to complete the enrollment The rep associated w/this enrollment is Harmeet Brar</p> <p>On Mar 29, 2021, after receiving her complaint, the co. placed a drop, the utility accepted Her acct has not and will not start w/XOOM Energy.</p> <p>Co is looking into the multiple enrollment attempts for the acct</p> <p>Co. has placed a block on her acct to ensure the acct is not re-enrolled, or in the future and she is the only one that can remove the block</p> <p>Her telephone number [REDACTED] has been placed on their internal Do Not Call/Contact List.</p>
<p>4/7/2021 11:09:24 AM</p>	<p>Update from co., awaiting the final results of their investigation: *****</p> <p>The Welcome Calls are automated The calls are not retained by their system the disposition of the call is notated The disposition for [REDACTED] Welcome call was 'no answer'</p> <p>Co is currently investigating the use of the 33.mail domain to provide info around this once their investigation is complete</p> <p>the IP address location is also being investigated Co will provide additional info at the conclusion of their investigation</p>

4/19/2021 11:07:02 AM	<p>Per ph conv w/cust. Apologized for the delay, but this was thoroughly investigated and found that her account has not and will not be enrollled w/XOOM Energy Co. placed a block on hre acct so that an enrollment will not be accepted if entered again on their website Also, the co placed her acct on their internal Do Not Call / Do Not Contact list Advd that XOOM Energy markets w/partners who engage in independent reps to promote XOOM Energy products and refer custs to the XOOM Energy website through warm marketing methods The rep associated w/this enrollment is Harmeet Brar- the independent representative has been de-activated and cannot market on behalf of XOOM Energy. She said she doesn't even recognize this person. ISP Pakistan Telecommuication Company Limited- In checking with our IT department, they advised that an IP address location can be changed to specify any location by the use of a VPN. Advd that we appreciate her call on this and this is now on our radar. She said she did not process this and it happened to her once b/4 to where they wanted to charge an ETF and she said she did not have anything to do with enrolling her acct. Advd to pls feel free to cb should she need our assistance in the future.</p>
4/19/2021 11:07:31 AM	Resolution Comments: See comments

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: Darita Patterson	Last Modified by: Bhasker Kondaveeti
# Tasks Correspondence Review: 0	Next Activity Date:
# Tasks Correspondence Review:0	Case Grade Created:
	Case Grade Target:

Case Emails

Email Created Date: 3/29/2021 2:18:15 PM

Email HTML Version:



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

CASE ID: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

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

DESCRIPTION OF ISSUE:

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She said she wants to know how you are obtaining her information and to be placed on your internal do not contact list.

When and how did you obtain her account?

How many times has the account been enrolled and canceled?

If the enrollment was through a telephonic sales call, please forward the sales recordings for review.

For each enrollment, please forward

-TPV

-welcome letter

-terms and condition

Did you begin billing the account? If so, as of when and when did it terminate?

Are you charging any ETF's? If so, when and how much and are you considering waiving the fee?

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

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department
Customer Service Lead Investigator
800) 686-PUCO (7826)
www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0jL56a:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

Case Number: 00676546

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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Email Created Date: 3/31/2021 6:34:45 PM

Email HTML Version:

Good Afternoon,

Attached please find XOOM Energy Ohio, LLC's response to the above referenced complaint.

Please do not hesitate to contact us (consumeraffairs@xoomenergy.com) if you require any additional information or with any questions you may have.

Thank you,



Patty Eak

NMW Sales & Quality Control Specialist
NMW Quality Assurance and Complaint Investigation
11208 Statesville Rd, Ste 200, Huntersville, NC 28078
(704) 274-3362 – Direct / (704) 274-1450 – Main
Email: patricia.eak@xoomenergy.com

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From: Cindi Mack <contactthepuco@puc.state.oh.us>

Sent: Monday, March 29, 2021 2:19 PM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

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

CASE ID: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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Thank you,

[xoom energy]

[cid:image004.jpg@01D7265C.3BB9FB90]

Patty Eak

NMW Sales & Quality Control Specialist

NMW Quality Assurance and Complaint Investigation

11208 Statesville Rd, Ste 200, Huntersville, NC 28078

(704) 274-3362 – Direct / (704) 274-1450 – Main

Email: patricia.eak@xoomenergy.com<mailto:patricia.eak@xoomenergy.com>

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From: Cindi Mack <contactthepuco@puc.state.oh.us>

Sent: Monday, March 29, 2021 2:19 PM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [

ref:_00Dt0GzXt._500t0jL56a: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: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov<[https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!ZGik93o9m7Nc-twBvilYaiwfCA4ilwC9OLkaAcO77EcrSav-5vUvnkQLvwNaZplxw5Kjny_\\$\\$](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!ZGik93o9m7Nc-twBvilYaiwfCA4ilwC9OLkaAcO77EcrSav-5vUvnkQLvwNaZplxw5Kjny_$$)>

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Email Created Date: 4/1/2021 8:15:37 AM

Email HTML Version:

Good morning!

After review of the enrollment information, please advise why the I.P address is coming up at a Pakistan location.

Regards,
Cindi Mack

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

From: Eak, Patricia [patricia.eak@xoomenergy.com]

Sent: 3/31/2021 6:32 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

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Thank you,



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NMW Quality Assurance and Complaint Investigation
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Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]



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Provider of Electric
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CASE ID: 00676546
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Service Monitoring and Enforcement Department

Customer Service Lead Investigator

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Regards,
Cindi Mack

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

From: Eak, Patricia [patricia.eak@xoomenergy.com]

Sent: 3/31/2021 6:32 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [

ref:_00Dt0GzXt._500t0jL56a:ref]

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From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Monday, March 29, 2021 2:19 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref: _00Dt0GzXt._500t0jL56a:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

Case Number: 00676546

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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When and how did you obtain her account?

How many times has the account been enrolled and canceled?

If the enrollment was through a telephonic sales call, please forward the sales recordings for review.

For each enrollment, please forward

-TPV

-welcome letter

-terms and condition

Did you begin billing the account? If so, as of when and when did it terminate?

Are you charging any ETF's? If so, when and how much and are you considering waiving the fee?

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

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0jL56a:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Created Date: 4/1/2021 9:39:43 AM

Email HTML Version:

Additionally, in your response you stated that a "welcome call" is placed to customers as one way to further their confirmation of an enrollment.

Please forward the recorded "welcome call" that was made to this customer.

Also, the email address that you provided from the enrollment for this customer is **33.mail**, which appears to be an anonymous email server. With that being said, in a situation like this, how to you verify the authenticity of the customer?

How did your representative obtain the customer's account information?

Regards,

Case Number: 00676546

19

Cindi Mack

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

From: Cindi Mack [contactthepuco@puc.state.oh.us]

Sent: 4/1/2021 8:15 AM

To: patricia.eak@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

Good morning!

After review of the enrollment information, please advise why the I.P address is coming up at a Pakistan location.

Regards,
Cindi Mack

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

From: Eak, Patricia [patricia.eak@xoomenergy.com]

Sent: 3/31/2021 6:32 PM

To: contactthepuco@puco.ohio.gov; consumeraffairs@xoomenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

Good Afternoon,

Attached please find XOOM Energy Ohio, LLC's response to the above referenced complaint.

Please do not hesitate to contact us (consumeraffairs@xoomenergy.com) if you require any additional information or with any questions you may have.

Thank you,



Patty Eak

NMW Sales & Quality Control Specialist
NMW Quality Assurance and Complaint Investigation
11208 Statesville Rd, Ste 200, Huntersville, NC 28078
(704) 274-3362 – Direct / (704) 274-1450 – Main
Email: patricia.eak@xoomenergy.com

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From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Monday, March 29, 2021 2:19 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]



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

CASE ID: 00676546
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Canton, Ohio 44707
AIQ: XOOM Energy Ohio LLC
NIQ: [REDACTED]

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Thank you,

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NMW Quality Assurance and Complaint Investigation
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Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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Customer Service Lead Investigator

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Email Created Date: 4/7/2021 10:49:40 AM

Email HTML Version:

Good Morning Ms. Mack,

The Welcome Calls are automated and sent out on each enrollment from the prior day. The calls are not retained by the system, but the disposition of the call is notated. The disposition for [REDACTED] Welcome call was 'no answer'.

We are currently investigating the use of the 33.mail domain and will be in a better position to provide information around this once our investigation is complete.

Thank you,



Patti Kulesa
Sr. Manager, NWM Sales & Quality Control
11208 Statesville Road, Suite 200
Huntersville, NC 28078
704-274-3000 (o)

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From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Thursday, April 1, 2021 9:40 AM
To: Eak, Patricia <patricia.eak@xoomenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

Additionally, in your response you stated that a "welcome call" is placed to customers as one way to further their confirmation of an enrollment.

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After review of the enrollment information, please advise why the I.P address is coming up at a Pakistan location.

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Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

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Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]



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

CASE ID: 00676546
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Canton, Ohio 44707
AIQ: XOOM Energy Ohio LLC
NIQ: [REDACTED]

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

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We are currently investigating the use of the 33.mail domain and will be in a better position to provide information around this once our investigation is complete.

Thank you,

[NRG Energy]
[cid:image004.jpg@01D72B9A.7B1B65B0]
Patti Kulesa
Sr. Manager, NWM Sales & Quality Control
11208 Statesville Road, Suite 200
Huntersville, NC 28078
704-274-3000 (o)

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Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref: _00Dt0GzXt._500t0jL56a:ref]

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Regards,
Cindi Mack

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Sent: 4/1/2021 8:15 AM
To: patricia.eak@xoomenergy.com<mailto:patricia.eak@xoomenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

Good morning!

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Sent: 3/31/2021 6:32 PM
To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>;
consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>
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Thank you,

[xoom energy]

[cid:image003.jpg@01D72B9B.AFAF8580]

Patty Eak

NMW Sales & Quality Control Specialist

NMW Quality Assurance and Complaint Investigation

11208 Statesville Rd, Ste 200, Huntersville, NC 28078

(704) 274-3362 – Direct / (704) 274-1450 – Main

Email: patricia.eak@xoomenergy.com<mailto:patricia.eak@xoomenergy.com>

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Sent: Monday, March 29, 2021 2:19 PM

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<consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a: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: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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Case Number: 00676546

33

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Email Created Date: 4/7/2021 10:53:19 AM

Email HTML Version:

Good Morning Ms. Mack,

In conjunction with my previous email, the IP address location is also a part of our investigation. We will provide additional information at the conclusion of our investigation.

Thank you,



Patti Kulesa
Sr. Manager, NWM Sales & Quality Control
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**Initial Submission of a Consumer Complaint
Provider of Electric
Please Respond Within 3 Business Days**

CASE ID: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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Sincerely,

Cindi Mack

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department
Customer Service Lead Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0jL56a:ref

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Email Text Version:

Good Morning Ms. Mack,

In conjunction with my previous email, the IP address location is also a part of our investigation. We will provide additional information at the conclusion of our investigation.

Thank you,

[NRG Energy]
[cid:image003.jpg@01D72B9C.3376B870]
Patti Kulesa
Sr. Manager, NWM Sales & Quality Control
11208 Statesville Road, Suite 200
Huntersville, NC 28078
704-274-3000 (o)

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From: Cindi Mack
<contactthepuco@puc.state.oh.us<mailto:contactthepuco@puc.state.oh.us>>
Sent: Thursday, April 1, 2021 8:16 AM
To: Eak, Patricia <patricia.eak@xoomenergy.com<mailto:patricia.eak@xoomenergy.com>>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

Good morning!

After review of the enrollment information, please advise why the I.P address is coming up at a Pakistan location.

Regards,
Cindi Mack

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From: Eak, Patricia [patricia.eak@xoomenergy.com]
Sent: 3/31/2021 6:32 PM
To: contactthepuco@puco.ohio.gov<mailto:contactthepuco@puco.ohio.gov>;
consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>
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[xoom energy]
[cid:image004.jpg@01D72B9C.3376B870]
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<consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>>>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [
ref: _00Dt0GzXt._500t0jL56a: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: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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-TPV

-welcome letter

-terms and condition

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[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000E8NeT&from=ext>]

Email Created Date: 4/15/2021 2:35:54 PM

Email HTML Version:

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If not, please advise how much more time you are needing.

Thanks,
Cindi

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

From: Kulesa, Patti [pkulesa@xoomenergy.com]

Sent: 4/7/2021 10:53 AM

To: contactthepuco@puco.ohio.gov

Cc: john.holtz@greenmountain.com; patricia.eak@xoomenergy.com

Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

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Patty Eak

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Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]



**Public Utilities
Commission**

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

CASE ID: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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To: contactthepuco@puco.ohio.gov
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Attached please find XOOM Energy Ohio, LLC's response to the above referenced complaint.

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Thank you,

Patty Eak
NMW Sales & Quality Control Specialist
NMW Quality Assurance and Complaint Investigation

11208 Statesville Rd, Ste 200, Huntersville, NC 28078
(704) 274-3362 – Direct / (704) 274-1450 – Main

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Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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DESCRIPTION OF ISSUE:

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Email Created Date: 4/16/2021 2:27:52 PM

Email HTML Version:

Good Afternoon Ms. Mack,

Sorry for the delay....still playing catch up from vacation time.

In checking with our IT department, they advised that an IP address location can be changed to specify any location by the use of a VPN.

As a follow up to our response, the independent representative has not responded to our channel partner's inquiry. As such, the independent representative has been de-activated and cannot market on behalf of XOOM Energy.

As our response indicated, [REDACTED] account has not and will not provision to XOOM Energy. We have also placed an enrollment block on the account, meaning an enrollment will not be accepted if entered on our website. We have also placed [REDACTED] account on our Do Not Call / Do Not Contact list.

Please let me know if you have any further questions.

Thank you,
Patti

From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Thursday, April 15, 2021 2:36 PM
To: Kulesa, Patti <pkulesa@xoomenergy.com>
Subject: RE: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a:ref]

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11208 Statesville Rd, Ste 200, Huntersville, NC 28078

(704) 274-3362 – Direct / (704) 274-1450 – Main

Email: patricia.eak@xoomenergy.com<mailto:patricia.eak@xoomenergy.com>

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From: Cindi Mack

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

Sent: Monday, March 29, 2021 2:19 PM

To: Consumer Affairs (Xoom)

<consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00676546 [ref:_00Dt0GzXt._500t0jL56a: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: 00676546

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio 44707

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

DESCRIPTION OF ISSUE:

Good afternoon,

This customer spoke to staff about her electric account. She said that she continues to receive notifications that the account is being switched to your Company. She said she'll call and cancel out, she's told it will be taken care of, but then receives another notice.

She said she wants to know how you are obtaining her information and to be placed on your internal do not contact list.

When and how did you obtain her account?

How many times has the account been enrolled and canceled?

If the enrollment was through a telephonic sales call, please forward the sales recordings for review.

For each enrollment, please forward

-TPV

-welcome letter

-terms and condition

Did you begin billing the account? If so, as of when and when did it terminate?

Are you charging any ETF's? If so, when and how much and are you considering waiving the fee?

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

Sincerely,

Cindi Mack
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Lead Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!ZGik93o9m7Nc-twBvilYaiwfCA4ilwC9OLkaAcO77EcrSav-5vUvnkQLvwNaZplxw5Kjny_\$\$>

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._500t0jL56a:ref

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[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000E8NeT&from=int>]
[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000E9Zmq&from=ext>]

Case Images

Created Date	Images
3/31/2021 6:34:48 PM	
3/31/2021 6:34:48 PM	
4/1/2021 8:15:37 AM	
4/1/2021 8:15:37 AM	
4/1/2021 9:39:43 AM	
4/1/2021 9:39:43 AM	
4/7/2021 10:49:43 AM	
4/7/2021 10:49:43 AM	
4/7/2021 10:49:43 AM	

4/7/2021 10:49:43 AM	
4/7/2021 10:53:21 AM	
4/7/2021 10:53:21 AM	
4/7/2021 10:53:21 AM	
4/7/2021 10:53:21 AM	
4/15/2021 2:35:55 PM	
4/15/2021 2:35:55 PM	
4/15/2021 2:35:55 PM	
4/15/2021 2:35:55 PM	

4/16/2021 2:27:54 PM	 The logo for nrg, featuring the lowercase letters "nrg" in a bold, black, sans-serif font. To the right of the letters is a stylized graphic of a cluster of colored dots in shades of pink, blue, and yellow, arranged in a roughly circular pattern.
4/16/2021 2:27:54 PM	
4/16/2021 2:27:54 PM	 The logo for xoom energy, featuring the word "xoom" in a bold, blue, sans-serif font. The letter "o" is stylized with a green dot above it. To the right of "xoom" is a green graphic element resembling a stylized "M" or a wave. Below "xoom" is the word "energy" in a smaller, grey, sans-serif font.
4/16/2021 2:27:54 PM	



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

March 31, 2021

Ms. Cindi Mack
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00676546 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

Our records indicate [REDACTED] electric supply account was enrolled on March 22, 2021. [REDACTED] enrolled the electric account in XOOM Energy's SureLock 12 product, a fixed price plan for a duration of 12 months. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollments a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders. (See attached). Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event. It is important to note the phone number [REDACTED] to which the welcome call was placed matches the phone number provided on the complaint filed with Commission, indicating the customer received the welcome call.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Harmeet Brar, and training was completed on March 8, 2021.

In conjunction with our investigation, our channel partner was asked to reach out to the independent representative. Due to the short window for our response, we have not received word back from our channel partner. Once they are able to speak with the independent representative, they will provide an update. If the independent representative fails to respond to their attempts, XOOM Energy will take the appropriate action, up to and including de-activation.

On March 29, 2021, upon receipt of [REDACTED] complaint, XOOM Energy's Network Marketing Sales & Quality Control department placed a drop for [REDACTED] account. [REDACTED] local utility accepted the drop transaction. It is important to note that [REDACTED] electric account has not and will not provision to XOOM Energy.

Additionally, a XOOM Energy Network Marketing Sales & Quality Control Specialist placed a call to [REDACTED] to discuss her complaint. The Specialist received a voicemail and left a message acknowledging the complaint. During our investigation, the Quality Specialist noted the following enrollment transactions regarding [REDACTED] electric account:



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

<u>Date of Enrollment</u>	<u>Date of Cancellation</u>	<u>Reason</u>
3/05/2021	3/15/2021	Received from Utility – enrollment Withdrawn
3/10/2021	3/10/2021	Utility Rejected for existing switch order
3/24/2021	3/24/2021	Utility Rejected for existing switch order

We are addressing the multiple enrollment attempts on this account with our channel partner as well.

XOOM Energy has a tool in place that allows us to block an account so that it cannot be enrolled through the XOOM Energy website. We have placed this block on [REDACTED] account to ensure the account is not re-enrolled now, or in the future. If [REDACTED] wishes to enroll with XOOM Energy in the future, she would need to contact XOOM Energy's Customer Care department to have the block removed from the account.

In addition, XOOM Energy's Quality Specialist honored the request of Ms. Mack, PUCO, and placed [REDACTED] telephone number [REDACTED] on the Do Not Call/Contact List.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

With your enrollment, you are eligible to receive a \$100 eGift Card after 2 consecutive months of service. Please be aware the delivery of this eGift Card can take up to 6 weeks after you have completed your 2 consecutive months of service. The eGift Card will be sent to the email address associated with your XOOM Energy account(s) with information on how to redeem. To ensure delivery of this email to your inbox, add customercare@xoomenergy.com to your address book. For full details and rules, please [click here](#).

Confirmation Number: 2021 [REDACTED]

Billing Info

[REDACTED]

Canton, OH 44707

United States of America

Primary Phone #: ([REDACTED])

Email: [REDACTED]

Service Info

Utility Name: AEP Ohio

Electric Service Delivery ID Number: * [REDACTED]

[REDACTED]

Canton, OH 44707

Rate Plan

Plan: SureLock 12
Price: \$0.0599/kWh
Term: 12 months
No Monthly Fee
Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 07553604

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
 -  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
 -  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
 -  *I am the account holder or a person that has legal authorization on this account.*
 -  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
 -  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
 -  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*
-

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!

Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form
myxoomenergy.com

customer-care@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

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Admin Options

[Return to Main Menu](#)

Search Enrollments



Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 20 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 3/22/2021 2:19:07 PM
Enrollment Confirmed Yes - 3/22/2021 2:19:07 PM
IP Submitted 119.1 [REDACTED]

Sales Agent Information

Sales Agent ID 07553604
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code OHIOPOWER
Rate Code OPCERFE01200059900010001
Rate Price \$0.0599

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth
Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2
Service City Canton
Service State OH
Service Zip 44707
Service Zip 4 1332
Service County Stark

Billing Information

Company Name
First Name [REDACTED]
Last Name [REDACTED]
Phone Number [REDACTED]
Email Address [REDACTED]
Language Preference: E
Tax Exempt: No
Your city or town of birth?

Billing Address [REDACTED]
Billing Address 2
Billing City Canton
Billing State OH
Billing Zip 44707

eID Information

Fraud Alert Required: No
Reason Passed: No
Transaction ID
Transaction ID 2
Transaction ID 3

Deposit Information

Amount Owed
Credit Checked: No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions: No

Previous Information

Previous Address 2
Previous City
Previous State
Previous Zip

Business Information

Business Name
Other Business Address
Business City
Business State
Business Zip

Affirmation Statements

Date Recorded	Statement
3/22/2021 2:17:02 PM	I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee
3/22/2021 2:17:02 PM	I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly
3/22/2021 2:17:02 PM	I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
3/22/2021 2:17:02 PM	I am the account holder or a person that has legal authorization on this account.
3/22/2021 2:17:02 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded

telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

3/22/2021
2:17:02 PM

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past

3/22/2021
2:17:02 PM

I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.



CANCEL



Ohio Contract Summary

Electricity Supplier Information	XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0599 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. Please see your Terms and Conditions for more details.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price: As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs: Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay monthly the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. If you do not meet our credit standards or cannot demonstrate satisfactory credit, XOOM may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall be in compliance with any applicable Ohio statute, regulation, or other controlling authority and will be requested prior to beginning service with XOOM. XOOM will apply any cash deposit held on your behalf plus any accrued interest as determined by any applicable Ohio statute, regulation, or other controlling authority to the outstanding balance on your final bill, if applicable and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may



visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio (“PUCO”) for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer’s Counsel (“OCC”) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment:This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints:For service problems or complaints, you should contact your local utility by calling: AEP Ohio at 800.672.2231. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility’s tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering:Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous:Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility’s regulated sales service rate.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL,



CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

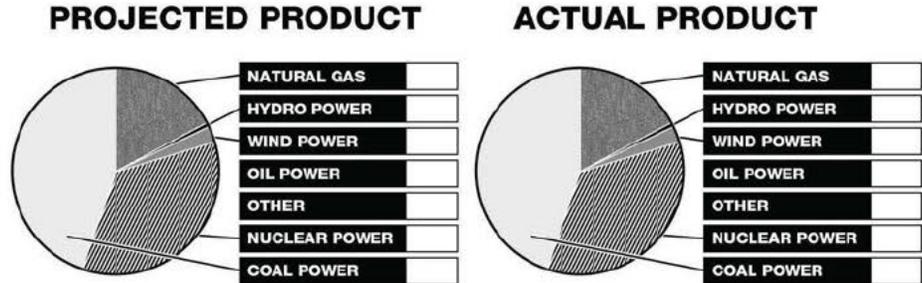
Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.

GENERATION RESOURCE MIX

A comparison between the sources of generation used to produce this product and the historic regional average.



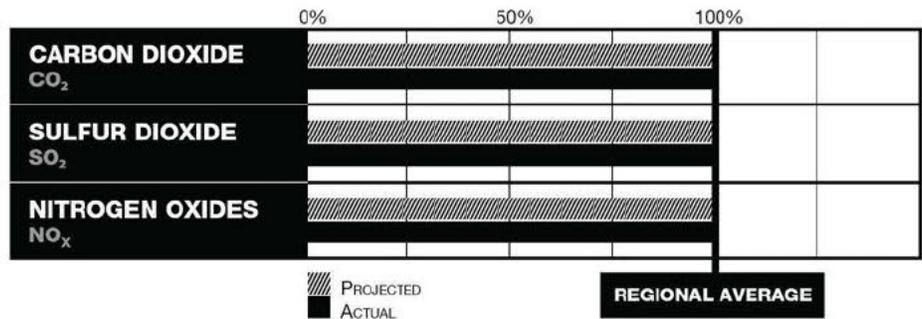
ENVIRONMENTAL CHARACTERISTICS

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions & Solid Waste
Coal Power	Air Emissions & Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions & Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions & Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

AIR EMISSIONS

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



RADIOACTIVE WASTE

Product-specific projected and actual radioactive waste for this period.

TYPE	PROJECTED QUANTITY
HIGH-LEVEL RADIOACTIVE WASTE	Unknown Lbs./1,000 kWh
LOW-LEVEL RADIOACTIVE WASTE	Unknown Ft ³ /1,000 kWh

Note: The generation of this product involves the use of "unknown" of Unspecified Purchased Resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, please contact XOOM Energy Ohio, LLC at www.xoomenergy.com or by phone at 888.997.8979.

To contact the Public Utilities Commission of Ohio (PUCO), call 800.686.PUCO (toll free in Ohio) or visit www.puc.state.oh.us.



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00679018	Owner: Cindi Mack
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 04-07-2021	Date Closed: 04-14-2021
Case Age in Business Days: 12	

Contact Information

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

Service Address Information

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

Industry Information

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

Additional Information

PUCO ID: 343097	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:

See comments

Case Comments

Created Date	Comment
4/7/2021 9:31:11 AM	<p>Caller states that XOOM is billing him for electric generation supply without his authorization. States he his the only one in the home that handles the bills, states he has been receiving flyers from XOOM and others but he has been throwing them away.</p> <p>States after charges from XOOM appeared on the bill he called the supplier and was told that he enrolled on January 23, 2021. When he objected, he was told the enrollment might have been completed by a third party vendor or Duke and that if he wants to cancel he will be charged \$200. Caller states he knows he didn't complete any enrollment with the supplier.</p> <p>*****</p> <p>Advised caller of investigation timeline, provided my name, and ICB if he has additional questions.</p>

4/13/2021 2:33:11 PM	<p>Reviewed this enrollment and Co rsp. This appears to be a good enrollment, Co is charging the \$200 ETF. Will contact cust and cls *****</p> <p>electric enrolled Dec 22, 2020</p> <ul style="list-style-type: none"> -he processed the enrollment -fixed rate \$0.0599 for 24 mths -on-line enrollment -after enrollment a confirmation email was sent -w/the terms and condition -their sys shows the email was rendered and opened -w/in 24 hrs an automated call was placed to him -the ph # [REDACTED] called is the same on complaint record -the email address for the enrollment is the same on record <p>184 [REDACTED] IP address shows to be in Cincinnati Area w/Spectrum Communications</p> <p>Co markets through independent reps to who refer custs to their website</p> <ul style="list-style-type: none"> -marketing to friends, family, and acquaintances -The independent reps are not allowed to engage in marketing to ppl they do not know -and they are not allowed to enroll a cust -the cust must be sent the customer to their website for the cust to enroll -the independent rep associated w/this enrollment is [REDACTED] Battle <p>Apr 7 he contacted XOOM</p> <ul style="list-style-type: none"> -for verification purposes he provided the security question on the acct -this is typically set up at the time of the enrollment -he requested to terminate his acct and said he did not authorize the enrollment -the rep advised advd him that his contract is until Jan 28, 2023 -there will be an ETF of \$200 <p>Contract states: *A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.</p> <p>Apr 9 XOOM placed a drop for his acct. His utility has not yet responded with an effective date</p>
4/14/2021 11:16:56 AM	<p>Per ph conv w/cust, advd my findings (pls see prev comments)</p> <p>He tried to indicate he didn't do this. Advd ph number and email and the ip address is the same as what he provided the puco</p> <p>He asked for their number, which I provided. Advd cls case.</p>
4/14/2021 11:17:18 AM	Resolution Comments: See comments

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: Christina Cassidy
Tasks Correspondence Review: 0
Tasks Correspondence Review:0

Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Email Created Date: 4/7/2021 1:16:18 PM

Email HTML Version:



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

CASE ID: 00679018

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cincinnati, Ohio 45207

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

DESCRIPTION OF ISSUE:

Good afternoon,

This customer is reporting that his account is enrolled with your Company without his authorization.

- Please advise when and how the account was acquired by your Company.
- How did your Company acquire the account information.

- If this was a telephonic sales call, please forward the recording for staff's review.
- If this is an internet enrollment, please provide the I.P address and the recording of the follow up call that your Company makes to customers after processing an on-line enrollment.
- Please verify the customer's email address for processing an on-line enrollment.

Please forward if applicable:

- the TPV
- any signed documents

-Additionally, the terms and conditions, the welcome letter and the rate that the customer was billed for each billing cycle.

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

Sincerely,

Cindi Mack

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

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

ref:_00Dt0GzXt._500t0jMscE:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00679018

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Case Number: 00679018

6

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

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www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0jMscE:ref

Email Created Date: 4/9/2021 5:48:28 PM

Email HTML Version:

Attached please find XOOM Energy Ohio, LLC's response to the above referenced complaint.

Please do not hesitate to contact us (consumeraffairs@xoomenergy.com) if you require any additional information or with any questions you may have.

Thank you,



Patty Eak

NMW Sales & Quality Control Specialist
NMW Quality Assurance and Complaint Investigation
11208 Statesville Rd, Ste 200, Huntersville, NC 28078
(704) 274-3362 – Direct / (704) 274-1450 – Main
Email: patricia.eak@xoomenergy.com

Note: The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited.

From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Wednesday, April 7, 2021 1:23 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00679018 [ref:_00Dt0GzXt._500t0jMscE:ref]



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

CASE ID: 00679018

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cincinnati, Ohio 45207

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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ref:_00Dt0GzXt._500t0jMscE:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Text Version:

Attached please find XOOM Energy Ohio, LLC's response to the above referenced complaint.

Please do not hesitate to contact us (consumeraffairs@xoomenergy.com) if you require any additional information or with any questions you may have.

Thank you,

[xoom energy]

[cid:image004.jpg@01D72D68.7280A080]

Patty Eak

NMW Sales & Quality Control Specialist

NMW Quality Assurance and Complaint Investigation

11208 Statesville Rd, Ste 200, Huntersville, NC 28078

(704) 274-3362 – Direct / (704) 274-1450 – Main

Email: patricia.eak@xoomenergy.com<mailto:patricia.eak@xoomenergy.com>

Note: The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited.

From: Cindi Mack <contactthepuco@puc.state.oh.us>

Sent: Wednesday, April 7, 2021 1:23 PM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00679018 [

ref: _00Dt0GzXt._500t0jMscE: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: 00679018

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cincinnati, Ohio 45207

AIQ: XOOM Energy Ohio LLC

NIQ: [REDACTED]

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- any signed documents

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

Sincerely,

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

www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!asYcH_e5BpgFdRAuT76ua2UFeAGJthr2kM3NiD-dx2Knm-w0ehZATBJHSSkjq3ovHCcm3ryH\$>

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ref:_00Dt0GzXt._500t0jMscE:ref

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Case Images

Created Date	Images
4/9/2021 5:48:30 PM	
4/9/2021 5:48:30 PM	



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

April 9, 2021

Ms. Cindi Mack
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00679018 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

Our records indicate [REDACTED] electric supply account was enrolled on December 22, 2020. [REDACTED] enrolled the electric account in XOOM Energy’s SureLock 24 product, a fixed price plan for a duration of 24 months. As this was an on-line enrollment there would be no voice recording of this transaction nor is there a requirement for such with web enrollments. That said, immediately upon completion of the enrollments a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders (See attached). XOOM Energy’s internal email tracking system indicates the confirmation email was rendered and opened (see attached). Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event. It is important to note the phone number [REDACTED] to which the welcome call was placed matches the phone number provided on the complaint filed with Commission, indicating the customer received the welcome call.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is James Battle, and training was completed on April 20, 2016.

In conjunction with our investigation, our channel partner was asked to reach out to the independent representative. Due to the short window for our response, we have not received word back from our channel partner. Once they are able to speak with the independent representative, they will provide an update. If the independent representative fails to respond to their attempts, XOOM Energy will take the appropriate action, up to and including de-activation.

On April 7, 2021, upon receipt of this complaint, a XOOM Energy Network Marketing Sales & Quality Control Specialist conducted an investigation into [REDACTED] complaint. The Quality Specialist noted:

- On April 7, 2021, [REDACTED] contacted XOOM Energy’s Customer Care Department regarding the account. Per XOOM Energy’s verification process, the Care agent asked [REDACTED] the security question on the account. [REDACTED] was able to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. [REDACTED] requested to terminate his account stating he did not authorize the enrollment. The Care agent explained the enrollment process for web accounts. In addition, the Care agent discussed how the verification process also is created and that [REDACTED] passed the verification when calling.



11208 Statesville Road
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Huntersville, NC 28078
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(704) 274-1430 fax
www.xoomenergy.com

The Care agent advised [REDACTED] that his contract is until January 28, 2023 and there would be early termination fee of \$200 associated with the cancellation. [REDACTED] stated he would make some calls.

- On April 9, 2021, XOOM Energy's Network Marketing Sales & Quality Control Department placed a drop for [REDACTED] account. [REDACTED] local utility has not yet responded with an effective return date for the electric service. Please note that the customer's local utility determines the return date. XOOM Energy does not have any input with regard to the return date.

It is important to note that the terms and conditions of the electric supply contract with XOOM Energy calls for an early termination fee of \$200.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC

ADDRESS

filter

email: [redacted]

unsubscribe: [dropdown]

[search](#) [reset](#)

page: 1 / 1

email	recent send	message name	bounce	render	click	open	unsubscribe	action
[redacted]	2020-12-22 17:25:10	XOOM Energy: New Customer Enrollment Confirmation	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	view history

Admin Options

[Return to Main Menu](#)

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number 2 [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 12/22/2020 5:23:54 PM
Enrollment Confirmed Yes - 12/22/2020 5:23:54 PM
IP Submitted 184 [REDACTED]

Sales Agent Information

Sales Agent ID 03390136
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code DUKE
Rate Code CGEERFE02400059900020001
Rate Price \$0.0599

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth
Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2
Service City Cincinnati
Service State OH
Service Zip 45207
Service Zip 4 1415
Service County Hamilton

Billing Information

Company Name

First Name

Last Name

Phone

Number

Email

Address

Language Preference:

E

Tax

No

Exempt:

The last 4 digits of your Social Security Number or Social Insurance Number?

Billing Address

Billing Address

2

Billing City

Cincinnati

Billing State

OH

Billing Zip

45207

Previous Information

Previous Address

Previous Address

2

Previous City

Previous State

Previous Zip

eID Information

Fraud Alert Required No

Reason Passed No

Transaction ID

Transaction ID 2

Transaction ID 3

Business Information

Business Name

Other

Business Address

Business City

Business State

Business Zip

Deposit Information

Amount Owed

Credit Checked No

Equifax Transaction ID

Experian Transaction ID

Experian No Hit Transaction ID

Adverse Actions No

Affirmation Statements

Date Recorded

Statement

12/22/2020 5:19:43 PM

I understand if I cancel my XOOM Energy service after the specified remorse period but before the end of the term of my agreement I am subject to a cost recovery fee.

12/22/2020 5:19:43 PM

I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment To cancel I need to contact my utility directly.

12/22/2020 5:19:43 PM

I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.

12/22/2020 5:19:43 PM

I am the account holder or a person that has legal authorization on this account.

12/22/2020

By clicking "submit " I provide my signature expressly consenting to being sent any

5:19:43 PM future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

12/22/2020 5:19:43 PM I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.

12/22/2020 5:19:43 PM I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.

12/22/2020 5:22:39 PM I agree to allow XOOM Energy to send me information regarding my account via a text message to any mobile phone number associated with this account.

12/22/2020 5:22:39 PM Please send my ACN Independent Business Owner a copy of my confirmation email for their records.





New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

With your enrollment, you are eligible to receive a \$100 eGift Card after 2 consecutive months of service. Once you have completed your second consecutive month of service you will receive an email with details on how to collect your eGift Card. For full details and rules, please [click here](#).

Confirmation Number: 2020 [REDACTED]

Billing Info

[REDACTED]
Cincinnati, OH 45207
United States of America
Primary Phone #: ([REDACTED])
Email: [REDACTED]

Service Info

Utility Name: Duke Energy (Electricity)
Electric Account Number: [REDACTED]
[REDACTED]
Cincinnati, OH 45207

Rate Plan

Plan: SureLock 24
Price: \$0.0599/kWh
Term: 24 months
No Monthly Fee
Cost Recovery Fee: \$200.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 03390136

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*
-  *I agree to allow XOOM Energy to send me information regarding my account via a*

text message to any mobile phone number associated with this account.

✔ Please send my ACN Independent Business Owner a copy of my confirmation email for their records.

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **1-888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>.

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!

Contact Us

By Phone

(888) 997-8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

customercare@xoomenergy.com

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy").

© 2020 XOOM Energy, LLC.



Ohio Contract Summary

Electricity Supplier Information	XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0599 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy (Electricity) service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twenty-four (24) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$200.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 24 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 24 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term:XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services:XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price:As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs:Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio ("PUCO") for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech



impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

Service Complaints: For service problems or complaints, you should contact your local utility by calling: Duke Energy (Electricity) at 800.543.5599. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous: Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility's regulated sales service rate.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental



characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00680224	Owner: Mariner Taft
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 04-12-2021	Date Closed: 04-28-2021
Case Age in Business Days: 26	

Contact Information

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

Service Address Information

Service Account Number:	Service Address County: Paulding
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Payne	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: 343097	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:

discuss response with daughter-in-law/caller [REDACTED]. advise caller that contract enrolled for [REDACTED] 3/12/21 was cancelled when [REDACTED] called zoom energy 3/22/21 and cancelled the contract since [REDACTED] mother-in-law has dimensia. advise [REDACTED] that marketer was deactivated/discharged per response. [REDACTED] thanksme for followup call, concerned how energy suppliers prey on the elderly. called [REDACTED] on cell phone/star 67 when jabber call dropped.

Case Comments

Created Date	Comment
4/12/2021 9:44:53 AM	<p>POA for mother in law. She states that her mother-in-law has changed the electric supplier approximately 9 times. Her MIL lives in a nursing home since September. She called Xoom to dispute the enrollment and they said that they would take care of it. A few days later she received another post card in the mail from Xoom asking for contact information so that they can complete enrollment.</p> <p>I advised that the PUCO will contact Xoom to find out how the account was enrolled and request that they remove her contact information from their system.</p>
4/28/2021 3:30:17 PM	<p>Resolution Comments: discuss response with daughter-in-law/caller [REDACTED]. advise caller that contract enrolled for [REDACTED] 3/12/21 was cancelled when [REDACTED] called zoom energy 3/22/21 and cancelled the contract since [REDACTED] mother-in-law has dimensia. advise [REDACTED] that marketer was deactivated/discharged per response. [REDACTED] thanksme for followup call, concerned how energy suppliers prey on the elderly. called [REDACTED] on cell phone/star 67 when jabber call dropped.</p>

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: Leah Lehman - Harris
Tasks Correspondence Review: 0
Tasks Correspondence Review:0
Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Email Created Date: 4/12/2021 12:01:39 PM

Email HTML Version:



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

CASE ID: 00680224

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Payne, Ohio 45880

SERVICE ADDRESS: [REDACTED], Ohio 45880

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE 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: The customer calls for her elderly mother-in-law who lives in a nursing home since 9/20 and has switched energy suppliers at least nine times. The customer requested Zoom not contact the customer of record in the future and Zoom also said they would not enroll them. Recently, the customer of record received a postcard enrolling them.

When recently was the customer of record enrolled? Has this contract been cancelled? Please place the customer of record on the company's dnc list.

Sincerely,

Mariner Taft

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

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

ref:_00Dt0GzXt._500t0kGSzU:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00680224

COMPANY:

CUSTOMER: 

Case Number: 00680224

ADDRESS: [REDACTED], Payne, Ohio 45880

SERVICE ADDRESS: [REDACTED], Payne, Ohio 45880

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE 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:

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: 4/27/2021 4:14:32 PM

Email HTML Version:



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00680224

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Payne, Ohio 45880

SERVICE ADDRESS: [REDACTED], Payne, Ohio 45880

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE 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: Do we have a response for the customer's concerns? Please advise.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0kGSzU:ref

Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00680224

COMPANY:

CUSTOMER:

ADDRESS: [REDACTED], Payne, Ohio 45880

SERVICE ADDRESS: [REDACTED], !Case.Service_Address_City__c}, Ohio 45880

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

Case Number: 00680224

NIQ: (260) 414-1759

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,

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: 4/28/2021 1:58:01 PM

Email HTML Version:

Good Afternoon Mr. Taft,

My sincere apologies for the delinquency in response to the above referenced complaint. The responsible Quality Specialist will be sending a response over shortly. Disciplinary action is being taken on the responsible Specialist for his failure to respond in a timely manner to ensure this behavior is not repeated.

Again, my apologies and thank you for your understanding.

If you ever encounter any issues, please do not hesitate to reach out to me directly.

Thank you,

Patti Kulesa

Sr. Manager, NWM Sales & Quality Control



11208 Statesville Road | Suite 200 | Huntersville, NC 28078
Direct: 704-274-3000 | pkulesa@xoomenergy.com

Case Number: 00680224

Note: The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited.

From: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Tuesday, April 27, 2021 4:15 PM
To: Kulesa, Patti <pkulesa@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00680224 [ref:_00Dt0GzXt._500t0kGSzU:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00680224

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Payne, Ohio 45880

SERVICE ADDRESS: [REDACTED], Payne, Ohio 45880

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE 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: Do we have a response for the customer's concerns? Please advise.

Sincerely,

Mariner Taft

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

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

ref:_00Dt0GzXt._500t0kGSzU:ref

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Text Version:

Good Afternoon Mr. Taft,

My sincere apologies for the delinquency in response to the above referenced complaint. The responsible Quality Specialist will be sending a response over shortly. Disciplinary action is being taken on the responsible Specialist for his failure to respond in a timely manner to ensure this behavior is not repeated.

Again, my apologies and thank you for your understanding.

If you ever encounter any issues, please do not hesitate to reach out to me directly.

Thank you,
Patti Kulesa
Sr. Manager, NWM Sales & Quality Control

[cid:image001.png@01D73C36.7C751F30]
11208 Statesville Road | Suite 200 | Huntersville, NC 28078
Direct: 704-274-3000 | pkulesa@xoomenergy.com<mailto:pkulesa@xoomenergy.com>

Note: The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited.

From: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Tuesday, April 27, 2021 4:15 PM
To: Kulesa, Patti <pkulesa@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00680224 [ref:_00Dt0GzXt._500t0kGSzU:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00680224
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Payne, Ohio 45880
SERVICE ADDRESS: [REDACTED], Payne, Ohio 45880
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
ALTERNATIVE PHONE 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: Do we have a response for the customer's concerns? Please advise.

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://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cpmhrVzkY62aOR3Tjnv4o4o__VXhiCS6drtAmxirfctJD9ZT05zl66L34mX20vzJZw\$>

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[https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000F2tnO&from=ext]

ref:_00Dt0GzXt._500t0kGSzU:ref

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Email Created Date: 4/28/2021 2:41:14 PM

Email HTML Version:

Good Afternoon Mr. Taft,

I just looked at the original email and see that you directed the complaint to my email address. We have a distribution email address for receipt of all complaints to ensure that the complaints are seen by the entire team, and not just one person. This was done to facilitate coverage should an employee be out of office.

Please send all future complaints to consumeraffairs@xoomenergy.com.

Thank you,

Case Number: 00680224

12

Patti

From: Kulesa, Patti
Sent: Wednesday, April 28, 2021 1:58 PM
To: 'Mariner Taft' <contactthepuco@puc.state.oh.us>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00680224 [ref:_00Dt0GzXt._500t0kGSzU:ref]

Good Afternoon Mr. Taft,

My sincere apologies for the delinquency in response to the above referenced complaint. The responsible Quality Specialist will be sending a response over shortly. Disciplinary action is being taken on the responsible Specialist for his failure to respond in a timely manner to ensure this behavior is not repeated.

Again, my apologies and thank you for your understanding.

If you ever encounter any issues, please do not hesitate to reach out to me directly.

Thank you,

Patti Kulesa

Sr. Manager, NWM Sales & Quality Control



11208 Statesville Road | Suite 200 | Huntersville, NC 28078
Direct: 704-274-3000 | pkulesa@xoomenergy.com

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From: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Tuesday, April 27, 2021 4:15 PM
To: Kulesa, Patti <pkulesa@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00680224 [ref:_00Dt0GzXt._500t0kGSzU:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00680224

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Ohio 45880

SERVICE ADDRESS: [REDACTED], Ohio 45880

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE 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: Do we have a response for the customer's concerns? Please advise.

Sincerely,

Mariner Taft

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

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Thank you,
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Thank you,
Patti Kulesa
Sr. Manager, NWM Sales & Quality Control

[cid:image001.png@01D73C3C.6B040990]
11208 Statesville Road | Suite 200 | Huntersville, NC 28078
Direct: 704-274-3000 | pkulesa@xoomenergy.com<mailto:pkulesa@xoomenergy.com>

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From: Mariner Taft
<contactthepuco@puc.state.oh.us<mailto:contactthepuco@puc.state.oh.us>>
Sent: Tuesday, April 27, 2021 4:15 PM
To: Kulesa, Patti <pkulesa@xoomenergy.com<mailto:pkulesa@xoomenergy.com>>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00680224 [ref:_00Dt0GzXt._500t0kGSzU:ref]

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

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00680224

COMPANY:

CUSTOMER:

ADDRESS: [REDACTED], Payne, Ohio 45880

SERVICE ADDRESS: [REDACTED], Payne, Ohio 45880

AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
ALTERNATIVE PHONE 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: Do we have a response for the customer's concerns? Please advise.

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://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cpmhrVzkY62aOR3Tjnv4o4o__VXhiCS6drtAmxirfctJD9ZT05zl66L34mX20vzJZw$>)<[https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cpmhrVzkY62aOR3Tjnv4o4o__VXhiCS6drtAmxirfctJD9ZT05zl66L34mX20vzJZw\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!cpmhrVzkY62aOR3Tjnv4o4o__VXhiCS6drtAmxirfctJD9ZT05zl66L34mX20vzJZw$>)>

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Email Created Date: 4/28/2021 2:48:07 PM

Email HTML Version:

Good afternoon,

Please find attached a response to the above captioned complaint.

XOOM Energy sincerely apologizes for the delayed response.

If you have any further questions or concerns please do not hesitate to contact us at consumeraffairs@xoomenergy.com

Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Monday, April 12, 2021 12:02 PM
To: Kulesa, Patti <pkulesa@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00680224 [ref:_00Dt0GzXt._500t0kGSzU:ref]



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

CASE ID: 00680224
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Payne, Ohio 45880
SERVICE ADDRESS: [REDACTED], Payne, Ohio 45880
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
ALTERNATIVE PHONE 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: The customer calls for her elderly mother-in-law who lives in a nursing home since 9/20 and has switched energy suppliers at least nine times. The customer requested Zoom not contact the customer of record in the future and Zoom also said they would not enroll them. Recently, the customer of record received a postcard enrolling them. When recently was the customer of record enrolled? Has this contract been cancelled? Please place the customer of record on the company's dnc list.

Sincerely,

Mariner Taft

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

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Email Text Version:

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Thank you,
Rudy Aguila
Bilingual NWM & Quality Assurance Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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From: Mariner Taft
<contactthepuco@puc.state.oh.us<mailto:contactthepuco@puc.state.oh.us>>
Sent: Monday, April 12, 2021 12:02 PM
To: Kulesa, Patti <pkulesa@xoomenergy.com<mailto:pkulesa@xoomenergy.com>>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00680224 [
ref:_00Dt0GzXt._500t0kGSzU: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: 00680224
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Payne, Ohio 45880
SERVICE ADDRESS: [REDACTED], Payne, Ohio 45880
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
ALTERNATIVE PHONE NUMBER:
NIQ: [REDACTED]

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Mariner Taft
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!b1AUgEt-ebzCW9hbo5JjdRg3y3Tp_9IghEdwQIIFdb6bcmWFINeHG8-4WcF_jUO95g$>)<[https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!b1AUgEt-ebzCW9hbo5JjdRg3y3Tp_9IghEdwQIIFdb6bcmWFINeHG8-4WcF_jUO95g\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!b1AUgEt-ebzCW9hbo5JjdRg3y3Tp_9IghEdwQIIFdb6bcmWFINeHG8-4WcF_jUO95g$>)>

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Case Images

Created Date	Images
4/28/2021 1:58:04 PM	
4/28/2021 2:41:16 PM	
4/28/2021 2:48:09 PM	
4/28/2021 2:48:09 PM	
4/28/2021 2:48:09 PM	
4/28/2021 2:48:09 PM	
4/28/2021 2:48:09 PM	



Admin Options

[Return to Main Menu](#)

Search Enrollments

Below are the details of the selected enrollment.

Enrollment Information

Platform RM

Confirmation Number [REDACTED]

Enrollment Type

Move In Date

Move In Comments

Priority Move In N

Date Of Switch

PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 3/12/2021 12:30:14 PM

Enrollment Confirmed Yes - 3/12/2021 12:30:14 PM

IP Submitted 39.3 [REDACTED]

Sales Agent Information

Sales Agent ID 07553604

Accreditation Number

Account Information

Account Number [REDACTED]

Meter Number

Customer Name Key

Budget Billing No

PPL Custom Field 4

Customer Information

Rate Information

Utility Code OHIOPOWER

Rate Code OPCERFE01200059900010001

Rate Price \$0.0599

Payment Information

Payment Needed No

Payment Type PPL Custom Field 1

Manual Review No

CC Documentation No

Texas Exception No

CC Capture ID

CC Void ID

CC Auth

Reversal ID

EC Debit ID

EC Credit ID

Payment Complete No

Service Information

Service Address [REDACTED]

Service Address 2

Service City Payne

Service State OH

Service Zip 45880

Service Zip 4 9466

Service County Paulding

Billing Information

Company Name**First Name****Last Name****Phone****Number****Email****Address****Language****Preference:** E**Tax****Exempt:** No**Your city or town of birth?****eID Information****Fraud Alert** No**Required** No**Reason****Passed** No**Transaction****ID****Transaction****ID 2****Transaction****ID 3****Deposit Information****Amount****Owed****Credit** No**Checked****Equifax****Transaction****ID****Experian****Transaction****ID****Experian****No Hit****Transaction****ID****Adverse** No**Actions****Affirmation Statements**

Date Recorded	Statement
3/12/2021 12:26:08 PM	I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee
3/12/2021 12:26:08 PM	I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly
3/12/2021 12:26:08 PM	I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
3/12/2021 12:26:08 PM	I am the account holder or a person that has legal authorization on this account.
3/12/2021 12 26 08 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded

Billing Address**Billing****Address****2****Billing****City****State****Billing****Zip**

Payne

OH

45880

Previous Information**Previous****Address****Previous****Address****2****Previous****City****Previous****State****Previous****Zip****Business Information****Business****Name****Other****Business****Address****Business****City****Business****State****Business****Zip**

telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

3/12/2021
12:26:08 PM

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past

3/12/2021
12:26:08 PM

I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.





Ohio Contract Summary

Electricity Supplier Information	<p>XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</p>
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0599 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. Please see your Terms and Conditions for more details.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price: As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs: Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay monthly the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. If you do not meet our credit standards or cannot demonstrate satisfactory credit, XOOM may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall be in compliance with any applicable Ohio statute, regulation, or other controlling authority and will be requested prior to beginning service with XOOM. XOOM will apply any cash deposit held on your behalf plus any accrued interest as determined by any applicable Ohio statute, regulation, or other controlling authority to the outstanding balance on your final bill, if applicable and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may



visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio (“PUCO”) for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer’s Counsel (“OCC”) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment:This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints:For service problems or complaints, you should contact your local utility by calling: AEP Ohio at 800.672.2231. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility’s tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering:Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous:Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility’s regulated sales service rate.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL,



CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

April 28, 2021

Mariner Taft
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00680224 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed the records for the supply address of [REDACTED], Payne, OH 45880 and we note the account was enrolled under the name [REDACTED]. Ohio Power returned the enrollment transaction indicating the account holder of record is [REDACTED]. With that being said, XOOM Energy is diligent with regard to protecting its customer’s information and provides the below strictly for the Commission's information.

[REDACTED] enrolled with XOOM Energy on March 12, 2021 through XOOM Energy’s website, for the electric service. At the time of the enrollment, [REDACTED] signed up for XOOM Energy’s SureLock 12 product, a fixed price plan for a duration of of 12 months, for both the electric and natural gas services. As these were on-line enrollments there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order (see attached).

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Harmeet Brar, and training was completed on March 8, 2021.

During our investigation our channel partner reached out to the independent representative but he failed to respond to their attempts. As his failure to respond is a direct violation of XOOM Energy’s policy, as well as our channel partner’s, we have deactivated this representative and he is no longer able to promote or market XOOM Energy products or refer customers.

On March 22, 2021, [REDACTED] contacted XOOM Energy’s Customer Care Department regarding the account. [REDACTED] was able to correctly verify the account name, service address and account number. [REDACTED] called in and stated that she did not enroll the account, and that she has sold the property and is no longer a



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Huntersville, NC 28078
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resident. [REDACTED] requested to cancel her account. The Care agent honored [REDACTED] request and processed the transfer back to the local utility.

On April 12, 2021, [REDACTED] contacted XOOM Energy's Customer Care department regarding the account. Per XOOM Energy's verification process, the Care Agent asked [REDACTED] the security question on the account. [REDACTED] was unable to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. The Care Agent advised [REDACTED] that in order to discuss the account any further, she would need to fax over a copy of their bill and a government issued ID to verify the account. [REDACTED] advised the Care Agent that she is [REDACTED] daughter-in-law and would like to discuss account. [REDACTED] stated that she has Power of Attorney for [REDACTED]. The Care Agent requested a copy of the Power of Attorney documentation, and [REDACTED] refused and disconnected the call.

Where [REDACTED] cancellation occurred prior to the services starting, the account has not and will not provision to XOOM Energy and no early termination fee will be assessed.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

With your enrollment, you are eligible to receive a \$100 eGift Card after 2 consecutive months of service. Please be aware the delivery of this eGift Card can take up to 6 weeks after you have completed your 2 consecutive months of service. The eGift Card will be sent to the email address associated with your XOOM Energy account(s) with information on how to redeem. To ensure delivery of this email to your inbox, add customercare@xoomenergy.com to your address book. For full details and rules, please [click here](#).

Confirmation Number: 2 [REDACTED]

Billing Info

[REDACTED]
Payne, OH 45880
United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: AEP Ohio
Electric Service Delivery ID Number: [REDACTED]
[REDACTED]
Payne, OH 45880

Rate Plan

Plan: SureLock 12
Price: \$0.0599/kWh
Term: 12 months
No Monthly Fee
Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 07553604

During the Enrollment Process, you agreed to the following statements:

-  *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
-  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888-997-8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



Contact Us

By Phone

(888) 997 8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form
myxoomenergy.com

customer-care@xoomenergy.com

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy")

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Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00680234	Owner: Andrea Leitwein
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 04-12-2021	Date Closed: 04-12-2021
Case Age in Business Days: 2	

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: Lawrence
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Bellefontaine	Service Address Zip:
Service Address Country: United States	Service Address Phone:

Industry Information

AIQ Industry: Electric	Territory Account: 001t0000008OFZLAA4
AIQ Sub-Industry: Competitive Retail Electric Service Provider	General Code: General -- Electric
AIQ Sub-Sub-Industry:	Specific Code: Call Company First
Non-Jurisdictional Case: <input type="checkbox"/>	

Additional Information

PUCO ID: 343097	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

Case Emails

Case Images

Created Date	Images
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Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00687732	Owner: Andrea Leitwein
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 05-10-2021	Date Closed: 06-16-2021
Case Age in Business Days: 52	

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: Huron
Service Address Street: [REDACTED]	Service Address State: Ohio
Service Address City: Norwalk	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: Billing -- Electric
AIQ Sub-Sub-Industry:	Specific Code: Contract Terms Altered
Non-Jurisdictional Case: <input type="checkbox"/>	

Additional Information

PUCO ID: 343097	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:

The customer did not respond to letter sent.

Will re-open if customer contacts us back.

Close case.

Case Comments

Created Date	Comment
5/10/2021 12:30:32 PM	<p>Caller states she was not told that the initial rate was introductory and would increase after 4 months. She states she has acknowledgement welcome letter.</p> <p>Caller did agree to enroll by phone but disputes the terms. When asked, she says she was not told how long the rate would be good for. She states the welcome letter also does not state the term or conditions. She has cancelled but disputes the rate she is being charged.</p> <p>Also states she had to call multiple numbers at Xoom before she was able to talk with someone who could help her. Most said they could only help Texas callers.</p> <p>Also received past due notice from Xoom stating if she does not pay past due then they CAN cancel her agreement. She intentionally did not pay until after that date so she would be dropped and she was not. I explained notice just advises she CAN be dropped that does not require Xoom to drop her. it is just a warning notice. Caller kept saying she did not have a contract. OE told her that supplier dropped as of April 29. She has current bill due May 15 and felt they should not be on that bill. discussed the dates of service on the bill March 30 to April 28 so, yes, supplier is still due on that bill. Caller repeatedly stated she did not have any agreement on rate but no one told her what her rate would be and that her 4.?? rate was only for 4 months then went variable.</p> <p>when asked she said she was never told anything about her rate, just that they were lower than OE and would charge her 4.?? but never said how long they would charge that.</p> <p>explained time frames. icb</p>

6/1/2021 8:48:19 AM	<p>called to close cust stating she never did an online enrollment this was done over the phone they never stated on the phone that it was variable promotional or anything in her welcome packet or terms and conditions cust stating this was a scam and shes going to email her welcome letter and other information that ws sent to her gave contactthepuco@puc.state.oh.us</p>
6/3/2021 2:59:31 PM	<p>Nothing received in case from customer. Will review the response.</p>
6/4/2021 8:13:34 AM	<p>I reviewed the case and company response.</p> <p>7/3/20- The customer enrolled via website, enrolled electric service in SimpleFlex with introductory rate of 0.499 (4.9) cents per kWh for 4 months then variable. There is no TPV as enrollment was done via the company website. Enrollment info is attached to company response.</p> <p>The confirmation of enrollment was sent immediately after enrollment via email (this is also attached in co resp.), there is an automated phone call placed to customers within 24 hrs. of enrollment welcoming the customer.</p> <p>The company does not do cold marketing, they do warm marketing only, this means they market to friends, family and acquaintances. they are not signed up over the phone and are referred to the website to sign up, Steven Mockler is the agent that referred this customer.</p> <p>If customer has recording of enrollment then she needs to send that to us, as the company does not have any due to the fact they do not enroll over the phone and only phone call made was the one welcoming the customer.</p> <p>2/22/21 customer called the company inquiring as to why her bill was increasing and she was advised the 4 month intro rate had expired and she was now on variable rate. The customer requested to speak to a supervisor.</p> <p>2/25/21 a supervisor emailed the customer advising she could help and for her to respond directly to the email. Customer did not respond.</p> <p>2/25/21 same day supervisor sent the email the customer called the company to cancel her enrollment. Rep explained it would take one to two bill cycles for the cancellation and the customer became irate and the rep ended the call and processed the cancellation.</p> <p>The utility gave effective date of cancellation as 4/28/21.</p> <p>I will call to close. the customer will need to provide proof to dispute the claims. As of today 6/4/21 the customer has not sent in anything via email.</p>
6/4/2021 8:15:50 AM	<p>Will call customer to find out if she has sent the information via email.</p> <p>I also reviewed the case and notes are attached if customer wants to dispute the outcome she will need to provide proof of enrollment done by phone, information that was sent to her via email.</p>

6/8/2021 2:46:26 PM	<p>I called and spoke to the customer. I explained that she last spoke to CF, she is on leave currently and the case was assigned to me.</p> <p>I explained the last notes states that she was to email us something. She states she was not able to do that. I told her I can send her an email from the company and she can just respond to that. She states that would be perfect as she was driving when she last spoke to CF.</p> <p>I told her I would do that and once she sends in her info I will review to see if there is anything else that can be done. She thanked for help.</p>
6/10/2021 12:41:43 PM	<p>sent approved letter via email to the customer.</p> <p>Waiting on response from the customer.</p>
6/16/2021 11:02:26 AM	<p>Resolution Comments: The customer did not respond to letter sent.</p> <p>Will re-open if customer contacts us back.</p> <p>Close case.</p>

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: Lee Garry
Tasks Correspondence Review: 1
Tasks Correspondence Review:1

Last Modified by: Bhasker Kondaveeti
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Email Created Date: 5/10/2021 2:25:51 PM

Email HTML Version:



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

CASE ID: 00687732

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED]

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

DESCRIPTION OF ISSUE:

[REDACTED] reached out to the PUCO stating she was not told that the initial rate was introductory and would increase after 4 months. She states she did agree to enroll by phone but disputes the terms. When asked, she says she was not told how long the rate would be good for. She states the welcome letter also does not state the terms or conditions. She states has cancelled but disputes the rate she is being charged. Also states she had to call multiple numbers at Xoom before she was able to talk with someone who could help her. Most said they could only help Texas callers. She states she also received past due notice from Xoom stating if she does not pay past due then they CAN cancel her agreement. She intentionally did not pay until after that date so she would be dropped and she was not. OE told her that supplier dropped as of April 29. She has current bill due May 15 and felt they should not be on that bill.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which vendor.
3. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
4. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

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

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

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

Sincerely,

Courtney Fleming

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._500t0IEQV8:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00687732

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED]

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

NIQ:

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Please review the account and advise:

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

The sales script and/or sales call used to market this customer.

The signed agreement for service.

The Terms and Conditions of Service.

The signed Acknowledgement form.

The Welcome Letter mailed to the customer.

The Third Party Verification recording for this enrollment.

The contract expiration notices mailed to the customer.

Sincerely,

Courtney Fleming

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._500t0IEQV8:ref

Email Created Date: 5/17/2021 2:36:08 PM

Email HTML Version:



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

CASE ID: 00687732

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED]

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

DESCRIPTION OF ISSUE:

██████████ reached out to the PUCO stating she was not told that the initial rate was introductory and would increase after 4 months. She states she did agree to enroll by phone but disputes the terms. When asked, she says she was not told how long the rate would be good for. She states the welcome letter also does not state the terms or conditions. She states she has cancelled but disputes the rate she is being charged. Also states she had to call multiple numbers at Xoom before she was able to talk with someone who could help her. Most said they could only help Texas callers. She states she also received past due notice from Xoom stating if she does not pay past due then they CAN cancel her agreement. She intentionally did not pay until after that date so she would be dropped and she was not. OE told her that supplier dropped as of April 29. She has current bill due May 15 and felt they should not be on that bill.

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Sincerely,

Courtney Fleming

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
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ref:_00Dt0GzXt._500t0IEQV8:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00687732

COMPANY:

CUSTOMER: [REDACTED]

Case Number: 00687732

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED]

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

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ref:_00Dt0GzXt._500t0lEQV8:ref

Email Created Date: 5/24/2021 10:24:17 AM

Email HTML Version:



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

Please Respond Within 3 Days

CASE ID: 00687732

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED]

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

NIQ:

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DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 5/17/21. Please review the customer's concerns and respond within three business days.

Sincerely,

Courtney Fleming

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: Courtney Fleming [contactthepuco@puc.state.oh.us]
Sent: 5/17/2021 2:36 PM
To: consumeraffairs@xoomenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00687732 [ref:_00Dt0GzXt._500t0IEQV8:ref]



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

CASE ID: 00687732

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED]

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE NUMBER:

NIQ:

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7. The contract expiration notices mailed to the customer.

Sincerely,

Courtney Fleming

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._500t0lEQV8:ref

Email Text Version:

PUBLIC UTILITIES COMMISSION OF OHIO

Second Request for Information

Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days

CASE ID: 00687732

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

SERVICE ADDRESS: [REDACTED]

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE 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:

An initial complaint was sent to you on 5/17/21. Please review the customer's concerns and respond within three business days.

Sincerely,

Courtney Fleming

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: Courtney Fleming [contactthepuco@puc.state.oh.us]

Sent: 5/17/2021 2:36 PM

To: consumeraffairs@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00687732 [ref:_00Dt0GzXt._500t0IEQV8:ref]

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00687732

Case Number: 00687732

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Norwalk, Ohio 44857

SERVICE ADDRESS: [REDACTED] Norwalk, Ohio 44857

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

DESCRIPTION OF ISSUE:

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The contract expiration notices mailed to the customer.

Sincerely,

Courtney Fleming

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._500t0IEQV8:ref

Email Created Date: 5/24/2021 6:57:07 PM

Email HTML Version:

Good Evening Ms. Fleming,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

We sincerely apologize for the delay in response.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Specialist



XOOM Energy, LLC | myxoomenergy.com
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | **Monday - Friday** 8am - 11pm ET | **Saturday** 9am - 7pm ET



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From: Courtney Fleming <contactthepuco@puc.state.oh.us>
Sent: Monday, May 24, 2021 10:25 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00687732 [ref:_00Dt0GzXt._500t0IEQV8:ref]

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

Please Respond Within 3 Days

CASE ID: 00687732

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Norwalk, Ohio 44857

SERVICE ADDRESS: [REDACTED], Norwalk, Ohio 44857

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

ALTERNATIVE PHONE 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:

An initial complaint was sent to you on 5/17/21. Please review the customer's concerns and respond within three business days.

Sincerely,

Courtney Fleming

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: Courtney Fleming [contactthepuco@puc.state.oh.us]

Sent: 5/17/2021 2:36 PM

To: consumeraffairs@xoomenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00687732 [ref:_00Dt0GzXt._500t0IEQV8:ref]



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

CASE ID: 00687732

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: 1 [REDACTED] Norwalk, Ohio 44857

SERVICE ADDRESS: [REDACTED], Norwalk, Ohio 44857

AIQ: XOOM Energy Ohio LLC

SERVICE ACCOUNT NUMBER:

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

DESCRIPTION OF ISSUE:

[REDACTED] [REDACTED] reached out to the PUCO stating she was not told that the initial rate was introductory and would increase after 4 months. She states she did agree to enroll by phone but disputes the terms. When asked, she says she was not told how long the rate would be good for. She states the welcome letter also does not state the terms or conditions. She states has cancelled but disputes the rate she is being charged. Also states she had to call multiple numbers at Xoom before she was able to talk with someone who could help her. Most said they could only help Texas callers. She states she also received past due notice from Xoom stating if she does not pay past due then they CAN cancel her agreement. She intentionally did not pay until after that date so she would be dropped and she was not. OE told her that supplier dropped as of April 29. She has current bill due May 15 and felt they should not be on that bill.

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Sincerely,

Courtney Fleming

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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www.PUCO.ohio.gov

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CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Text Version:

Good Evening Ms. Fleming,

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We sincerely apologize for the delay in response.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you,
Rudy Aguila
Bilingual NWM & Quality Specialist

[XOOM Energy]

XOOM Energy, LLC | myxoomenergy.com<<http://myxoomenergy.com/>>
11208 Statesville Rd. | Ste 200 | Huntersville, NC 28078
Direct (704) 274-3042 | Monday - Friday 8am - 11pm ET | Saturday 9am - 7pm ET

[XOOM Energy Home]<<http://xoomenergy.com/en>> [XOOM Energy Facebook]
<<https://www.facebook.com/XOOM-Energy-139689256101723/>> [XOOM Energy Twitter]
<<https://twitter.com/xoomenergy>> [XOOM Energy LinkedIn]
<<https://www.linkedin.com/company/xoom-energy>>

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restriction or sanction. Please notify the sender, by electronic mail or telephone, of any unintended recipients and delete the original message without making any copies.

From: Courtney Fleming <contactthepuco@puc.state.oh.us>
Sent: Monday, May 24, 2021 10:25 AM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00687732 [ref:_00Dt0GzXt._500t0IEQV8:ref]

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

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

Please Respond Within 3 Days

CASE ID: 00687732
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED], Norwalk, Ohio 44857
SERVICE ADDRESS: 1 [REDACTED], Norwalk, Ohio 44857
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
ALTERNATIVE PHONE NUMBER:
NIQ:

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DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 5/17/21. Please review the customer's concerns and respond within three business days.

Sincerely,

Courtney Fleming
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov<https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!ctnhzrvevO-tTAYf4xzfzyCcl7xPBvOM6tQDtG0ewdKGt21K2feri6UpxrGoKAb-SSDQK1io\$>

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From: Courtney Fleming [contactthepuco@puc.state.oh.us]
Sent: 5/17/2021 2:36 PM
To: consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00687732 [ref:_00Dt0GzXt._500t0IEQV8:ref]

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

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Provider of Natural Gas or Electric Supply
Please Respond Within 3 Business Days

CASE ID: 00687732
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ADDRESS: [REDACTED], Norwalk, Ohio 44857
SERVICE ADDRESS: [REDACTED], Norwalk, Ohio 44857
AIQ: XOOM Energy Ohio LLC
SERVICE ACCOUNT NUMBER:
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DESCRIPTION OF ISSUE:

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

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

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.

6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,

Courtney Fleming
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.](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!ctnhzrvevO-tTAYf4xzfyCcL7xPBvOM6tQDtG0ewdKGt21K2feri6UpxrGoKAb-SSDQK1io$></p></div><div data-bbox=)

[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000F3eI3&from=int>]

ref:_00Dt0GzXt._500t0IEQV8:ref[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=018t000000F3seH&from=ext>]

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Created Date: 6/10/2021 12:40:16 PM

Email HTML Version:

June 8, 2021



[REDACTED]
Norwalk, OH 44857

CASE ID: 00687732

Dear [REDACTED]:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) regarding XOOM Energy Ohio LLC. As discussed, just reply to this email and attach the information you wanted to provide.

If I do not hear from you within ten days, I will assume that your issue is resolved, and you no longer need my assistance.

Sincerely,

Andrea Leitwein
Customer Service Investigator

ref:_00Dt0GzXt._500t0IEQV8:ref

Email Text Version:

June 8, 2021

[REDACTED]
Norwalk, OH 44857

CASE ID: 00687732

Dear [REDACTED]:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) regarding XOOM Energy Ohio LLC. As discussed, just reply to this email and attach the information you wanted to provide.

If I do not hear from you within ten days, I will assume that your issue is resolved, and you no longer need my assistance.

Sincerely,

Case Number: 00687732

Andrea Leitwein
Customer Service Investigator
ref: _00Dt0GzXt._500t0IEQV8:ref

Case Images

Created Date	Images
5/24/2021 6:57:09 PM	
5/24/2021 6:57:09 PM	
5/24/2021 6:57:09 PM	
5/24/2021 6:57:09 PM	
5/24/2021 6:57:09 PM	



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

You are eligible for a \$25 Walmart® eGift Card after two months of service. For full details and rules, please visit our [Walmart Offer](#).

Confirmation Number: 2020 [REDACTED]

Billing Info

[REDACTED]
Norwalk, OH 44857
United States of America
Primary Phone #: [REDACTED]
Email: [REDACTED]

Service Info

Utility Name: FirstEnergy - Ohio Edison
Electric Customer Number: [REDACTED]
[REDACTED]
Norwalk, OH 44857

Rate Plan

Plan: SimpleFlex

Price: \$0.0499/kWh *

Term: Monthly

No Monthly Fee

*During the enrollment process, you selected our variable rate product which includes a promotional rate on your first 4 bill(s). This promotional rate is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional rate. Your promotional rate will be applied during your first 4 bill cycle(s). After your first 4 bill cycle(s), you will receive our standard variable rate for your market. Your rate going forward will be the prevailing variable rate set by XOOM each month.

ACN Independent Business Owner Information

Business ID: 02282839

During the Enrollment Process, you agreed to the following statements:

-  *I understand that with a variable rate plan, my rate will fluctuate monthly and will be adjusted accordingly.*
-  *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
-  *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
-  *I am the account holder or a person that has legal authorization on this account.*
-  *By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
-  *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*
-  *I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.*

I agree to allow XOOM Energy to send me information regarding my account via a

 text message to any mobile phone number associated with this account.

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at **888 997 8979** or submit an inquiry online by visiting <http://xoomenergy.com/en/contact-us>.

Thank you for choosing XOOM Energy!



XOOM Energy's FREE Customer Loyalty Program
Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



Contact Us

By Phone

(888) 997-8979

Mon - Fri | 8AM – 11PM (EST)

Saturday | 9AM – 7PM (EST)

Online (24/7)

Contact Us Form

myxoomenergy.com

customercare@xoomenergy.com

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy").

© 2020 XOOM Energy, LLC.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

May 24, 2021

Courtney Flemmings
Ohio State Public Service Commission
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00687732 – [REDACTED]

XOOM Energy Ohio, LLC (“XOOM Energy”) is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

[REDACTED] enrolled with XOOM Energy on July 3, 2020 through XOOM Energy’s website, for the electric service. At the time of the enrollment, [REDACTED] signed up for XOOM Energy’s SimpleFlex product, a variable, month to month price plan. As this was an on-line enrollment there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their order (see attached).

[REDACTED] SimpleFlex product included a promotional price for a duration of 4 billing periods. After the promotional price ended, [REDACTED] electric account received the standard variable price for the market as set by XOOM Energy each month. The below statement is outlined in [REDACTED] enrollment confirmation:

**During the enrollment process, you selected our variable price product which includes a promotional price on your first 4 bill(s). This promotional price is available to new customers only. Anyone who has been a XOOM Energy customer in the past 6 months is not eligible for our promotional price. Your promotional price will be applied during your first 4 bill cycle(s). After your first 4 bill cycle(s), you will receive our standard variable price for your market. Your price going forward will be the prevailing variable price set by XOOM each month.*

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy’s website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Steven Mockler, and training was completed on June 27, 2020.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

On February 22, 2021, [REDACTED] contacted XOOM Energy's Customer Care Department regarding the account. Per XOOM Energy's verification process, the Care agent asked [REDACTED] the security question on the account. [REDACTED] was able to answer the security question correctly. Customers typically set up the security question at the time of the enrollment in order to protect their account information, and for verification purposes when calling in to XOOM Energy. [REDACTED] wanted to know why her bills were increasing. The Care representative explained the promotional plan had ended after 4 billing periods and she was now on a month to month variable plan. The Care representative then offered XOOM Energy's current fixed price products. [REDACTED] requested to speak with a supervisor. The Care representative advised one would email her shortly since one was not available at the time of [REDACTED] call.

On February 25, 2021, a XOOM Energy Customer Care supervisor contacted the customer via email in response to her request for a supervisor. The Care supervisor stated that she would be happy to assist [REDACTED] with any questions or concerns [REDACTED] might have, but in this particular case she is unaware on how to assist her further and to please respond directly to the email expressing any questions or concerns she may have with her service. Additionally, the Care supervisor stated if [REDACTED] needed an immediate response to feel free to contact Customer Care. It is important to note that a reply email or telephone call was not immediately received from Ms. Dauch.

On March 25, 2021, [REDACTED] contacted XOOM Energy's Customer Care Department to cancel her electric account. The Care representative explained to [REDACTED] that the cancellation may take one to two billing cycles to return to the utility, and that the local utility determines the return date. XOOM Energy does not have any input with regard to the return date. [REDACTED] became irate and began to threaten and use profanity towards the Care representative. The Care representative apologized for any inconvenience and disconnected call.

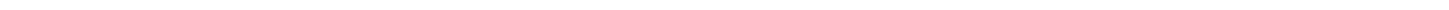
The Care representative honored [REDACTED] request and processed the transfer back to the local utility. [REDACTED] request was accepted by the local utility with an effective date of 4/28/2021.

Since, [REDACTED] was on a variable price plan at the time of cancellation, there is no early termination fee associated with the cancellation of the electric account.

Please note that the customer's local utility determines the return date. XOOM Energy does not have any input with regard to the return date.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC





Ohio Contract Summary

Electricity Supplier Information	<i>XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com</i>
Supply Price and Price Structure	<i>Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.</i>
Statement Regarding Savings	<i>The supply price may not always provide a savings.</i>
Deposit	<i>XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. Please see your Terms and Conditions for more details.</i>
Contract Term and Expiration Date	<i>The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue on a month-to-month basis until terminated by you or XOOM.</i>
Cancellation/Early Termination Fees	<i>N/A</i>

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SIMPLEFLEX TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SimpleFlex plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue on a month-to-month basis as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for energy purchases will be a variable rate, per kilowatt hour, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.

Participation in PIPP and Credit Arrearage Programs: Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically

OHEERIZ00400049900000001



terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Credit, Payment and Collection: You will receive a single monthly bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay monthly the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. If you do not meet our credit standards or cannot demonstrate satisfactory credit, XOOM may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall be in compliance with any applicable Ohio statute, regulation, or other controlling authority and will be requested prior to beginning service with XOOM. XOOM will apply any cash deposit held on your behalf plus any accrued interest as determined by any applicable Ohio statute, regulation, or other controlling authority to the outstanding balance on your final bill, if applicable and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio ("PUCO") for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems or complaints, you should contact your local utility by calling: FirstEnergy - Ohio Edison at 888.544.4877. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND



CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering:Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous:Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE..

Force Majeure:XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.



Admin Options

[Return to Main Menu](#)

Search Enrollments

CANCEL

Below are the details of the selected enrollment.

Enrollment Information

Platform RM
Confirmation Number [REDACTED]
Enrollment Type
Move In Date
Move In Comments
Priority Move In N
Date Of Switch
PPL Custom Field 3

Enrollment Status

Enrollment Complete Yes - 7/3/2020 7:10:36 PM
Enrollment Confirmed Yes - 7/3/2020 7:10:36 PM
IP Submitted 75 [REDACTED]

Sales Agent Information

Sales Agent ID 02282839
Accreditation Number

Account Information

Account Number [REDACTED]
Meter Number
Customer Name
Key
Budget Billing No
PPL Custom Field 4

Customer Information

Rate Information

Utility Code OEC
Rate Code OHEERIZ00400049900000001
Rate Price \$0.0499

Payment Information

Payment Needed No
Payment Type
PPL Custom Field 1
Manual Review No
CC Documentation No
Texas Exception No
CC Capture ID
CC Void ID
CC Auth Reversal ID
EC Debit ID
EC Credit ID
Payment Complete No

Service Information

Service Address [REDACTED]
Service Address 2 [REDACTED]
Service City Norwalk
Service State OH
Service Zip 44857
Service Zip 4 1315
Service County Huron

Billing Information

Company Name
First Name [REDACTED]
Last Name [REDACTED]
Phone Number [REDACTED]
Email Address [REDACTED]
Language Preference: E
Tax Exempt: No
Your mother's maiden name?

Billing Address [REDACTED]
Billing Address 2 [REDACTED]
Billing City Norwalk
Billing State OH
Billing Zip 44857

eID Information

Fraud Alert Required No
Reason Passed No
Transaction ID
Transaction ID 2
Transaction ID 3

Previous Information

Previous Address
Previous Address 2
Previous City
Previous State
Previous Zip

Deposit Information

Amount Owed
Credit Checked No
Equifax Transaction ID
Experian Transaction ID
Experian No Hit Transaction ID
Adverse Actions No

Business Information

Business Name
Other
Business Address
Business City
Business State
Business Zip

Affirmation Statements

Date Recorded	Statement
7/3/2020 7 05 55 PM	I understand that with a variable rate plan, my rate will fluctuate monthly and will be adjusted accordingly
7/3/2020 7:05:55 PM	I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly
7/3/2020 7:05:55 PM	I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ("XOOM Energy") to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
7/3/2020 7:05:55 PM	I am the account holder or a person that has legal authorization on this account.
7/3/2020 7 05 55 PM	By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live automated or prerecorded

telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.

7/3/2020
7:05:55 PM

I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past

7/3/2020
7:05:55 PM

I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.

7/3/2020
7:09:06 PM

I agree to allow XOOM Energy to send me information regarding my account via a text message to any mobile phone number associated with this account.





Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00746548	Owner: Carmelita Smith
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 02-08-2022	Date Closed: 02-16-2022
Case Age in Business Days: 6	

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

Industry Information

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

Additional Information

PUCO ID: 343097	Case Formal Complaint Specialist Approved:
Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	

Case Emails

Email Created Date: 2/8/2022 3:53:18 PM

Email HTML Version:



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

CASE ID: 00746548

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45237

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45237

AIQ: XOOM Energy Ohio LLC

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. [REDACTED] has stated she did not provide authorization to be enrolled with your company. She is requesting to be canceled

Please review the account and advise:

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

- the service effective date provided by the distribution utility.
6. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
 7. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?
 8. Is this a commercial account? If so, if this account is not classified as small commercial, please provide the customer's annual usage.

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

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

Sincerely,

Carmelita Smith

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

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

ref:_00Dt0GzXt._5008y38Zly:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00746548

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45237

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45237

AIQ: XOOM Energy Ohio LLC

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. [REDACTED] [REDACTED] has stated she did not provide authorization to be enrolled with your company. She is requesting to be canceled

Please review the account and advise:

Case Number: 00746548

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Is this a commercial account? If so, if this account is not classified as small commercial, please provide the customer's annual usage.

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The Terms and Conditions of Service.

The signed Acknowledgement form.

The Welcome Letter mailed to the customer.

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The contract expiration notices mailed to the customer.

The IP address if it was internet enrollment.

Sincerely,

Carmelita Smith

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._5008y38Zly:ref

Email Created Date: 2/10/2022 4:52:02 PM

Email HTML Version:

Good Afternoon Ms. Smith,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Lawrence Harris

NWM Sales Quality

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

Sent: Tuesday, February 8, 2022 3:54 PM

To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00746548 [ref:_00Dt0GzXt._5008y38Zly:ref]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



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

CASE ID: 00746548

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45237

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45237

AIQ: XOOM Energy Ohio LLC

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. [REDACTED] has stated she did not provide authorization to be enrolled with your company. She is requesting to be canceled

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the solicitation was completed by a third party vendor, which vendor.
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4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.

6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.
8. The IP address if it was internet enrollment.

Sincerely,

Carmelita Smith

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._5008y38Zly:ref

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Email Text Version:

Good Afternoon Ms. Smith,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at
consumeraffairs@xoomenergy.com<mailto:consumeraffairs@xoomenergy.com> should you
have any questions or require additional information.

Thank you
Lawrence Harris
NWM Sales Quality

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 8, 2022 3:54 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00746548 [ref:_00Dt0GzXt._5008y38Zly:ref]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt>]

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

CASE ID: 00746548
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Cincinnati, Ohio 45237
SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45237
AIQ: XOOM Energy Ohio LLC
ALTERNATIVE PHONE NUMBER:
NIQ:

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DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. [REDACTED] [REDACTED] has stated she did not provide authorization to be enrolled with your company. She is requesting to be canceled

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
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5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.
8. The IP address if it was internet enrollment.

Sincerely,

Carmelita Smith
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov<https://puco.my.salesforce.com/apex/AFSC__UrlCheck?id=05a0q8y000000M9k5AAC ([https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!bYbS3waOzSMf1Hc7t2O_a6vA37ESLa698Oxxtc9n3Sgj9YairTA0qWINsFbUsF74ti6JN9vo\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!bYbS3waOzSMf1Hc7t2O_a6vA37ESLa698Oxxtc9n3Sgj9YairTA0qWINsFbUsF74ti6JN9vo$>))>

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[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=0188y000001d6fw&from=ext>]

ref:_00Dt0GzXt._5008y38Zly:ref

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Case Images

Created Date	Images
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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

February 10, 2022

Ms. Carmelita Smith
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00746548 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed [REDACTED] customer records and our investigation has found the following:

[REDACTED] electric and natural gas accounts were enrolled with XOOM Energy on January 26, 2022 through XOOM Energy's website. At the time of the enrollments, both accounts were enrolled in XOOM Energy's SureLock 12 product, a fixed price plan for a duration of 12 months. As these were on-line enrollments there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders (see attached).

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is Robert Guy, and training was completed on January 18, 2022.

On February 9, 2021, in conjunction with receipt of the complaint filed with PUCO, a Quality Specialist contacted [REDACTED]. After a brief conversation with [REDACTED] she stated that she did not want to enroll with XOOM Energy at this time and did not recall speaking with the independent representative associated with her enrollment.

Our investigation has concluded that [REDACTED] accounts were enrolled without her authorization. As this is a clear violation of XOOM Energy's policy, as well as our channel partner's, we have deactivated the representative and he is no longer able to promote or market XOOM Energy products or refer customers.

XOOM Energy has a tool in place that allows us to block an account so that it cannot be enrolled through the XOOM Energy website. We have placed this block on [REDACTED] account to ensure the account is not re-enrolled now, or in the future. If [REDACTED] wishes to enroll with XOOM Energy in the future, she would need to contact XOOM Energy's Customer Care department to have the block removed from the account.

On February 9, 2022, XOOM Energy received a drop transaction for [REDACTED] electric and natural gas accounts from the local utility. The local utility provided a return to standard offer service date of February 10, 2022 for both accounts. Where [REDACTED] cancellation occurred prior to the service starting, the electric and natural gas accounts have not and will not provision to XOOM Energy and no early termination fees will be assessed.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC

Harris, Lawrence

From: XOOM Energy <customercare@xoomenergy.com>
Sent: Wednesday, January 26, 2022 4:15 PM
To: [REDACTED]
Subject: XOOM Energy: New Customer Enrollment Confirmation

To view this email as a web page, [go here](#).



New Customer Enrollment



1/26/2022

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

What happens next?

Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your service will be switched to XOOM Energy on your next meter read. The entire process may take 15-60 days depending on the rules of your local utility.

Important Documents

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

Your Account Details

Confirmation Number: 2022 [REDACTED]

Billing Information

Customer Name: [REDACTED]

Customer Address:

[REDACTED]
Cincinnati, OH 45237

Email: [REDACTED]

Primary Phone #: [REDACTED]

Service Information

Utility Name: Duke Energy - Electric

Electric Account Number: [REDACTED]

Service Address:

[REDACTED]
Cincinnati, OH 45237

Rate Plan

Plan: SureLock 12

Price: \$0.0769/kWh

Term: 12 months

Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased

by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 08525423



During the Enrollment Process, you agreed to the following statements:

- ✓ *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
- ✓ *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
- ✓ *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ('XOOM Energy') to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
- ✓ *I am the account holder or a person that has legal authorization on this account.*
- ✓ *By clicking 'submit,' I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
- ✓ *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility*

service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.



I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at [888-997-8979](tel:888-997-8979) (GA Customers - [855-203-3808](tel:855-203-3808)) or submit an inquiry online by visiting xoomenergy.com/en/contact-us.

Thank you for choosing XOOM Energy!

XOOM Energy's FREE Customer Loyalty Program!

Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



myxoomenergy.com
customer care@xoomenergy.com
888-997-8979
855-203-3808 (Georgia Customers)
Mon - Fri | 8am - 11pm (ET)
Saturday | 9am - 7pm (ET)



XOOM Energy
11208 Statesville Rd., STE. 200
Huntersville, NC, 28078, USA

We're social



The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 energy choice markets ██████ North America. In the U.S., XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy").

© 2022 XOOM Energy, LLC.



Ohio Contract Summary

Electricity Supplier Information	XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0769 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy - Electric service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term:XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services:XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price:As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs:Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio ("PUCO") for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech



impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

Service Complaints: For service problems or complaints, you should contact your local utility by calling: Duke Energy - Electric at 800.543.5599. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous: Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility's regulated sales service rate.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental



characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.

Harris, Lawrence

From: XOOM Energy <customer@xoomenergy.com>
Sent: Wednesday, January 26, 2022 4:15 PM
To: [REDACTED]
Subject: XOOM Energy: New Customer Enrollment Confirmation

To view this email as a web page, [go here](#).



New Customer Enrollment



1/26/2022

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

What happens next?

Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your service will be switched to XOOM Energy on your next meter read. The entire process may take 15-60 days depending on the rules of your local utility.

Important Documents

[View your Terms and Conditions](#)

Your Account Details

Confirmation Number: 20220 [REDACTED]

Billing Information

Customer Name: [REDACTED] [REDACTED]

Customer Address:

[REDACTED] [REDACTED]

Cincinnati, OH 45237

Email: [REDACTED] [REDACTED]

Primary Phone #: [REDACTED]

Service Information

Utility Name: Duke Energy - Gas

Gas Account Number: [REDACTED]

Service Address:

[REDACTED] [REDACTED]

Cincinnati, OH 45237

Rate Plan

Plan: SureLock 12

Price: \$0.599/ccf

Term: 12 months

Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 08525423



During the Enrollment Process, you agreed to the following statements:

- ✓ *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
- ✓ *I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.*
- ✓ *I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ('XOOM Energy'), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
- ✓ *I am the utility account holder or a person that has legal authorization on this account.*
- ✓ *By clicking 'submit,' I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
- ✓ *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*

If you have any questions regarding your enrollment with XOOM Energy, please contact us at [888-997-8979](tel:888-997-8979) (GA Customers - [855-203-3808](tel:855-203-3808)) or submit an inquiry online by visiting xoomenergy.com/en/contact-us.

Thank you for choosing XOOM Energy!

XOOM Energy's FREE Customer Loyalty Program!

Earn rewards, prizes and discounts just
for being a loyal XOOM Energy customer!



myxoomenergy.com
customercare@xoomenergy.com
888-997-8979
855-203-3808 (Georgia Customers)
Mon - Fri | 8am - 11pm (ET)
Saturday | 9am - 7pm (ET)



XOOM Energy
11208 Statesville Rd., STE. 200
Huntersville, NC, 28078, USA

We're social



The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 energy choice markets ██████ North America. In the U.S., XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy").

© 2022 XOOM Energy, LLC.



Ohio Contract Summary

Gas Supplier Information	XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for natural gas purchase will be a fixed price of \$0.5990 per Ccf, plus taxes and fees, if applicable.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy - Gas service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Ccf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory,



provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY tool free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Duke Energy - Gas at 800.634.4300. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL



UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject



matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

Exhibit 2



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

June 21, 2021

John Holtz
Senior Director
Xoom Energy Ohio, LLC.
3711 Market Street, Suite 1000
Philadelphia, PA 19104

Dear Mr. Holtz:

Pursuant to Ohio Administrative Code (“Ohio Adm.Code”) 4901:1-23-02 and 4901:1-34-03, this letter is a notice of probable non-compliance to Xoom Energy Ohio, LLC. (“Xoom”). Based on our investigation of complaints, Staff of the Public Utilities Commission of Ohio (“Staff”) finds that Xoom is in probable non-compliance with certain sections of the Ohio Administrative Code.

On March 29, 2021, the PUCO call center received a complaint from a consumer disputing an enrollment submitted to the utility by Xoom. Upon investigating the enrollment, Staff found that the IP address used to enroll the customer for service came from a location in Pakistan and the e-mail address for the customer was captured with the extension of @33.com. The e-mail address did not match the customer’s e-mail address and the customer’s location was not in Pakistan. In response to the consumer complaint, Xoom stated that the “independent representative” involved in the enrollment was not responding to inquiries, was de-activated and can no longer market on behalf of Xoom Energy.

As a result of this information, a data request was sent to Xoom requesting an audit of all enrollments that were completed by this independent representative. Staff also requested that Xoom check all IP addresses for these enrollments. At the conclusion of the audit, Staff requested that Xoom provide the results and the actions that were taken to mitigate any noncompliance issues.

Through verbal and e-mail discussions between Staff and Xoom, the following information was provided:

1. It was found that 1,142 customers were switched, without proper authorization, between Jan 4, 2021 through April 25, 2021 by an independent representative of their channel partner, ACN, Inc.
2. The independent representative of the channel partner resides in Pakistan.
3. All independent representatives involved in the matter were de-activated by Xoom.
4. A letter will be sent to impacted customers advising them about the issue.
5. Impacted customers will receive a refund of the difference between the utility default service rate and the rate charged by Xoom.
6. Enhanced quality assurance initiatives will be implemented including:
 - a. eIDVerify for all Ohio Residential Enrollments

- b. IP address location check
- c. E-mail domain check

Subsequently, after review of another consumer complaint, Staff determined that more than one independent representative of their channel partner, ACN Inc., is soliciting Ohio consumers via telephone then enrolling the customer through Xoom's website, giving the appearance of an internet enrollment instead of a telephonic enrollment. In this particular complaint, the consumer stated that she received a call from someone informing her that they were calling to "finish her enrollment" and they worked for the Energy Choice program. The consumer had recently enrolled with another supplier and believed that the call was related to that enrollment but later found out it was Xoom. Enrollment documents show that the IP address used to enroll the customer was from Massachusetts.

Probable Non-Compliance Violations

1. Ohio Adm.Code 4901:1-21-06(C) states, in part, "CRES providers are prohibited from enrolling potential customers without their consent and proof of that consent as delineated in paragraph (D)".
2. Ohio Adm.Code 4901:1-21-06(D)(2)(a) states, "To enroll a residential or small commercial customer telephonically, a CRES provider shall make a date and time stamped audio recording verify before the completion of the telephone call, at a minimum, all of the following * * *."
3. Ohio Adm.Code 4901:1-21-06(D)(3)(a) states "Where enrollment occurs by internet, prior consent shall be obtained by encrypted customer input on a provider's internet web site."
4. Ohio Adm.Code 4901:1-29-06(B) states, in part, "A retail natural gas supplier and governmental aggregator is prohibited from enrolling potential customers without consent and proof of that consent as delineated in paragraphs (C), (D), and (E) of this rule."
5. Ohio Adm.Code 4901:1-29-06(E)(1) states, "To enroll a customer telephonically, a retail natural gas supplier or governmental aggregator, shall make a date and time stamped audio recording of the sales portion of the call, if the customer is enrolled, and before the completion of the enrollment process, a date and time stamped audio recording by an independent third-party verifier that verifies, at a minimum, the following * * * ."
6. Ohio Adm.Code 4901:1-29-06(F)(1) states "Where enrollment occurs by internet, prior consent shall be obtained by encrypted customer input on a retail natural gas supplier's or governmental aggregator's internet website."

Proposed Corrective Action

In addition to the remedial actions proposed by Xoom, the company must take the following corrective actions:

1. Comply with all provisions of Ohio Adm.Code 4901:1-21-08 and 4901:1-29-08, which includes but not limited to the following:
 - a. Credit or refund to the customers any fees previously charged for switching the customer to and from the correct supplier.
 - b. Credit or refund early termination fees billed to customers by their previous supplier.
 - c. If a customer cannot be returned to the original contract terms with its previous supplier of electric service, Xoom shall credit or refund to the customer the value of the customer's contract with the customer's previous supplier of electric service for the remaining of the contract immediately prior to the switch.

In addition to the requirements as described above, Staff recommends that Xoom:

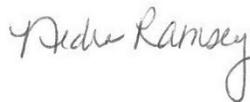
1. Complete an audit of all independent representatives of their channel partner ACN, Inc. The audit should include, at a minimum, the review of all the IP addresses associated with the enrollments.
2. For all enrollments that include an IP address not reasonably close to the customer's residence return these customers to the utilities default service.
3. Rerate all of these customers based on the utilities default service.
4. Notify all customers that if they were billed an early termination fee from their former supplier, Xoom will credit or refund this fee.
5. If the customer cannot return to its previous CRES provider and the previous rate is lower than the contracted rate, Xoom will credit or refund the value of the contract.
6. Prior to sending the letter to customers, provide Staff with the letter for its review.

Proposed Forfeiture

Finally, Staff is proposing a forfeiture of one hundred twenty thousand (\$120,000) against Xoom for the above-mentioned failures to comply with the requirements found in the Ohio Administrative Code.

By July 5, 2021, please respond to this notice of probable non-compliance with Xoom's plan to address the above-mentioned areas of probable non-compliance.

Sincerely,



Nedra Ramsey
Public Utilities Commission of Ohio
Service Monitoring and Enforcement
Public Utilities Administrator 2
Nedra.Ramsey@puco.ohio.gov



Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

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

Case Detail

Case Number: 00746099	Owner: Christina Cassady
Account Name: [REDACTED]	Account in Question: XOOM Energy Ohio LLC
Type:	Account Holder:
Status: Closed	Priority: Standard
Preferred Contact Method: No Preference	Service Type: Residential

CASE DATES:

Date Opened: 02-04-2022	Date Closed: 03-03-2022
Case Age in Business Days: 10	

Contact Information

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

Service Address Information

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

Industry Information

AIQ Industry: Gas	Territory Account: 001t0000008OFY3AAO
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: 343097	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 emailed to consumer February 18, 2022. Per response to consumer:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) and allowing me to address your concerns regarding XOOM Energy Ohio LLC (XOOM).

In your complaint, you stated that the same XOOM sales agent keeps calling your mother, [REDACTED] and enrolling her Duke services. You advised that your mother's telephone number is enrolled on the Federal Communication Commission's (FCC's) telemarketing Do Not Call (DNC) list.

XOOM's response was that its records show the electric and natural gas accounts were enrolled through the supplier's website on February 3, 2022, with the email address [REDACTED] provided during the enrollment process. Following the enrollment, a copy of the terms and conditions were emailed to [REDACTED] attention. Third-Party Verification (TPV) calls are not required to be conducted by the Ohio Administrative Code (OAC) when a customer enrollment is completed via the supplier's website.

XOOM advised that the method of marketing it employs is warm marketing. Warm marketing is marketing to friends, family, and acquaintances. The supplier does not permit cold call marketing to people its representatives do not know. Those individuals marketed are referred to the supplier's website to complete the enrollment.

XOOM states that it has concluded that [REDACTED] Duke accounts were enrolled without her authorization. As a result, the representative who referred [REDACTED] has been deactivated and is no longer able to promote or market XOOM Energy products or refer customers. XOOM also confirmed that notice was received from Duke on February 9, 2022, advising that the enrollment of the natural gas and electric services has been rescinded. The supplier advised further that no early termination fees will be assessed.

Should you have any additional utility-related questions, please do not hesitate to contact the PUCO Call Center at (800) 686-PUCO (7826) or visit our website at www.PUCO.ohio.gov.

Case Comments

Created Date	Comment
2/4/2022 12:52:19 PM	<p>He has called in very frustrated because his mother [REDACTED] is constantly being switched from supplier to supplier. [REDACTED] is the account holder and he is authorized to speak on her behalf. He states that she is being slammed by the same person who calls from a different number each time. He has asked Duke that her account info not be sent to suppliers and he has also put her number on the Fed DNC list but she continues to get calls. Advised that the only way to stop the switches if she is authorizing them by phone is to put the account in his name and remove her authorization from the account. He doesn't understand why this is allowed and believes that the PUCO isn't doing their job to put a stop to the suppliers constantly switching his mother. Explained the process for regulating suppliers. He states he doesn't want to take his mother's phone away from her. Advised that there is blocking software to stop the calls. Advised if his mother agrees to the switch and the supplier complies with the rules and regulations the PUCO doesn't have the ability to stop the switching. He is very frustrated that they lie to her and promise gift cards that she doesn't receive. Advised there is legislation pending right now to stop Robo Calls. He states that Duke has stopped the switch and she shouldn't have to pay Xoom any money. He wants to know why we can't find out who is calling as he states it is the same person every time. Explained that we can listen to the sales calls and TPV calls but they could provide an ID number that we probably can't identify the specific person. He is still very frustrated. Advised we would investigate the enrollment for both the gas and electric. He states Duke has told him they are going to lock her account so the switches will stop. Gave case numbers, time line, name and ICB.</p>

<p>2/18/2022 9:09:29 AM</p>	<p>Resolution Comments: Response emailed to consumer February 18, 2022. Per response to consumer:</p> <p>Thank you for contacting the Public Utilities Commission of Ohio (PUCO) and allowing me to address your concerns regarding XOOM Energy Ohio LLC (XOOM).</p> <p>In your complaint, you stated that the same XOOM sales agent keeps calling your mother, [REDACTED] and enrolling her Duke services. You advised that your mother's telephone number is enrolled on the Federal Communication Commission's (FCC's) telemarketing Do Not Call (DNC) list.</p> <p>XOOM's response was that its records show the electric and natural gas accounts were enrolled through the supplier's website on February 3, 2022, with the email address [REDACTED] provided during the enrollment process. Following the enrollment, a copy of the terms and conditions were emailed to [REDACTED] attention. Third-Party Verification (TPV) calls are not required to be conducted by the Ohio Administrative Code (OAC) when a customer enrollment is completed via the supplier's website.</p> <p>XOOM advised that the method of marketing it employs is warm marketing. Warm marketing is marketing to friends, family, and acquaintances. The supplier does not permit cold call marketing to people its representatives do not know. Those individuals marketed are referred to the supplier's website to complete the enrollment.</p> <p>XOOM states that it has concluded that [REDACTED] Duke accounts were enrolled without her authorization. As a result, the representative who referred [REDACTED] has been deactivated and is no longer able to promote or market XOOM Energy products or refer customers. XOOM also confirmed that notice was received from Duke on February 9, 2022, advising that the enrollment of the natural gas and electric services has been rescinded. The supplier advised further that no early termination fees will be assessed.</p> <p>Should you have any additional utility-related questions, please do not hesitate to contact the PUCO Call Center at (800) 686-PUCO (7826) or visit our website at www.PUCO.ohio.gov.</p>
<p>3/3/2022 12:59:29 PM</p>	<p>Caller called back and wanted to make PUCO aware that his mom is still getting calls. Advised of contacting Duke and requesting that they remove his mom's information from the list that is provided to suppliers. Caller states that he has done that. He also states per Duke's request- he is on the Do not call list as well. Advised caller per the co. response notes (below) that both his electric and gas account enrollments were rescinded and the rep. involved was terminated.</p> <p>Advised caller if supplier issues/concerns to contact PUCO to have it investigated/icb</p> <p>(Case can be reclosed)</p>

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: Susan Dugan
Tasks Correspondence Review: 1
Tasks Correspondence Review:1

Last Modified by: Barbara Bossart
Next Activity Date:
Case Grade Created:
Case Grade Target:

Case Emails

Email Created Date: 2/7/2022 6:07:42 PM

Email HTML Version:



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

CASE ID: 00746099

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45239

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45239

AIQ: XOOM Energy Ohio LLC

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. According to [REDACTED] his mother [REDACTED] electric and natural gas accounts have been enrolled with XOOM without her authorization. [REDACTED] also states his mother is elderly and keeps getting calls from [REDACTED] which he believes is a XOOM number.

Please review the account and advise:

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

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

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

Further, please place the consumer's information on XOOM's Do Not Call/Contact/Market lists.

Thank you.

Sincerely,

Christina Cassidy

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._5008y36UzS:ref

Email Text Version:

Initial Submission of a Consumer Complaint

Provider of Natural Gas or Electric Supply

Please Respond Within 3 Business Days

CASE ID: 00746099

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45239

Case Number: 00746099

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45239

AIQ: XOOM Energy Ohio LLC

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

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Please review the account and advise:

When, how, and by whom the enrollment was completed?

If the solicitation was completed by a third party vendor, which vendor.

If the enrollment was for a fixed, variable, or variable with an introductory rate product.

What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?

The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

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

Further, please place the consumer's information on XOOM's Do Not Call/Contact/Market lists.

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._5008y36UzS:ref

Email Created Date: 2/9/2022 5:58:34 PM

Email HTML Version:

Good Evening Ms. Christina Cassady,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com should you have any questions or require additional information.

Thank you

Lawrence Harris
NWM Sales Quality

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, February 7, 2022 6:13 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00746099 [ref:_00DtOGzXt._5008y36UzS:ref]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



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

CASE ID: 00746099

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio 45239

SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45239

AIQ: XOOM Energy Ohio LLC

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

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company. According to [REDACTED] his mother [REDACTED] electric and natural gas accounts have been enrolled with XOOM without her authorization. [REDACTED] also states his mother is elderly and keeps getting calls from [REDACTED] which he believes is a XOOM number.

Please review the account and advise:

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

the service effective date provided by the distribution utility.

6. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
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Please also provide copies of all enrollment materials to include (as applicable):

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

Further, please place the consumer's information on XOOM's Do Not Call/Contact/Market lists.

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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CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do

not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Email Text Version:

Good Evening Ms. Christina Cassady,

Attached please find XOOM Energy Ohio LLC's response to the above captioned complaint.

Please do not hesitate to contact us at consumeraffairs@xoomenergy.com<<mailto:consumeraffairs@xoomenergy.com>> should you have any questions or require additional information.

Thank you
Lawrence Harris
NWM Sales Quality

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Sent: Monday, February 7, 2022 6:13 PM
To: Consumer Affairs (Xoom) <consumeraffairs@xoomenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00746099 [ref:_00Dt0GzXt._5008y36UzS:ref]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?id=015t0000000Dt3q&oid=00Dt000000GzXt>]

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

CASE ID: 00746099
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Cincinnati, Ohio 45239
SERVICE ADDRESS: [REDACTED] Cincinnati, Ohio 45239
AIQ: XOOM Energy Ohio LLC
ALTERNATIVE PHONE NUMBER:
NIQ: [REDACTED] tel: [REDACTED]

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v) or O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

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Christina Cassady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
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www.PUCO.ohio.gov<https://puco.my.salesforce.com/apex/AFSC__UrlCheck?id=05a0q8y000000M50iAAK ([https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!avJhmB4GozSC23GnFqAnb7GfSNPsJtHHoMLXKcutlhTel_n_v1KDax1EdK-cVWisQGVOYrYEn\\$>](https://urldefense.com/v3/__https://www.puco.ohio.gov/__;!!BJC6uDBu-zY!avJhmB4GozSC23GnFqAnb7GfSNPsJtHHoMLXKcutlhTel_n_v1KDax1EdK-cVWisQGVOYrYEn$>))>

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[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=0188y000001cbNO&from=ext>]

ref:_00Dt0GzXt._5008y36UzS:ref

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Email Created Date: 2/18/2022 9:06:07 AM

Email HTML Version:



Case Number: 00746099

Dear [REDACTED]

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) and allowing me to address your concerns regarding XOOM Energy Ohio LLC (XOOM).

In your complaint, you stated that the same XOOM sales agent keeps calling your mother, [REDACTED] and enrolling her Duke services. You advised that your mother's telephone number is enrolled on the Federal Communication Commission's (FCC's) telemarketing Do Not Call (DNC) list.

XOOM's response was that its records show the electric and natural gas accounts were enrolled through the supplier's website on February 3, 2022, with the email address [REDACTED] provided during the enrollment process. Following the enrollment, a copy of the terms and conditions were emailed to [REDACTED] attention. Third-Party Verification (TPV) calls are not required to be conducted by the Ohio Administrative Code (OAC) when a customer enrollment is completed via the supplier's website.

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Sincerely,

Christina Cassady

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
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Email Text Version:

Case Number: 00746099

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Case Number: 00746099

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Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator

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ref:_00Dt0GzXt._5008y36UzS:ref

Case Images

Created Date	Images
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11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

February 9, 2022

Ms. Christina Cassidy
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead Customer Service Investigator
Via email: ContactthePUCO@puc.state.oh.us

RE: Case No. 00746099 – [REDACTED]

XOOM Energy Ohio, LLC ("XOOM Energy") is submitting this response to the above captioned complaint. XOOM Energy has reviewed Ms. [REDACTED] customer records and our investigation has found the following:

It is important to note that the account holder of record is [REDACTED] and that there is no other authorized person(s) noted to transact on the account in our customer information system. With that being said, XOOM Energy is diligent with regard to protecting its customer's information and provides the below strictly for the Commission's information.

[REDACTED] electric and natural gas accounts were enrolled with XOOM Energy on February 3, 2022 through XOOM Energy's website. At the time of the enrollments, the accounts were enrolled in XOOM Energy's SureLock 12 product, a fixed price plan for a duration of 12 months, for both the electric and natural gas services. As these were on-line enrollments there would be no voice recording of these transactions nor is there a requirement for such with web enrollments. That said, immediately upon completion of each enrollment a confirmation email is sent to the customer along with a copy of the terms and conditions associated with their orders (see attached).

Within 24 hours of each enrollment an automated call is placed to the customer welcoming that customer to XOOM Energy. While we cannot completely eliminate the possibility of an unauthorized enrollment, the welcome call is but one tool we use to help minimize such an event.

XOOM Energy markets through the use of channel partners who engage independent representatives to promote XOOM Energy products and refer customers to the XOOM Energy website through warm marketing methods. Warm marketing is marketing to friends, family, and acquaintances. The independent representative is not allowed to engage in any cold marketing to people they do not know. Moreover, they are not allowed to enroll a customer but must send the customer to XOOM Energy's website for the customer to enroll on their own. The independent representatives are required to be trained and become accredited by XOOM Energy prior to the acceptance of any referrals. The independent representative associated with the enrollment is John Williams, and training was completed on January 31, 2021.

On February 8, 2021, in conjunction with receipt of the complaint filed with PUCO, a Quality Specialist contacted [REDACTED]. After a brief conversation with [REDACTED] he terminated the call.

Our investigation has concluded that [REDACTED] accounts were enrolled without her authorization. As this is a clear violation of XOOM Energy's policy, as well as our channel partner's, we have deactivated the representative and he is no longer able to promote or market XOOM Energy products or refer customers.

On February 9, 2020, XOOM Energy received a drop transaction for [REDACTED] electric and natural gas accounts from the local utility. The local utility provided a return to standard offer service date of February 8, 2022 for both accounts. Where [REDACTED] cancellation occurred within the rescission period, the electric and natural gas accounts have not and will not provision to XOOM Energy and no early termination fees will be assessed.

Please let us know if you have any additional questions or if we can be of further assistance.

Respectfully,
XOOM Energy Ohio, LLC

Harris, Lawrence

From: XOOM Energy <customercare@xoomenergy.com>
Sent: Thursday, February 3, 2022 3:57 PM
To: [REDACTED]
Subject: XOOM Energy: New Customer Enrollment Confirmation

To view this email as a web page, [go here](#).



New Customer Enrollment



2/3/2022

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

What happens next?

Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your service will be switched to XOOM Energy on your next meter read. The entire process may take 15-60 days depending on the rules of your local utility.

Important Documents

[View your Terms and Conditions](#)

[Environmental Disclosure Information](#)

Your Account Details

Confirmation Number: [REDACTED]

Billing Information

Customer Name: [REDACTED]

Customer Address:

[REDACTED]

Cincinnati, OH 45239

Email: [REDACTED]

Primary Phone #: [REDACTED]

Service Information

Utility Name: Duke Energy - Electric

Electric Account Number: [REDACTED]

Service Address:

[REDACTED]

Cincinnati, OH 45239

Rate Plan

Plan: SureLock 12

Price: \$0.0749/kWh

Term: 12 months

Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased

by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 02634529



During the Enrollment Process, you agreed to the following statements:

- ✓ *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
- ✓ *I understand that my utility will send me a confirmation notice of my service transfer and that I have 7 days to cancel my enrollment. To cancel I need to contact my utility directly.*
- ✓ *I understand that through my authorization of enrollment, I am voluntarily entering into a Contract with XOOM Energy Ohio, LLC ('XOOM Energy') to change the entity that supplies me with my electricity to XOOM Energy. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
- ✓ *I am the account holder or a person that has legal authorization on this account.*
- ✓ *By clicking 'submit,' I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
- ✓ *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility*

service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.



I represent that I am not currently approved for or enrolled in Ohio's Percentage of Income Payment Program (PIPP) or any such utility program. If I become approved for PIPP or my utility's arrearage crediting program while taking service from XOOM under this Agreement, I promise to notify XOOM in writing in order to be switched to my local utility's standard offer service after the next meter read date.

If you have any questions regarding your enrollment with XOOM Energy, please contact us at [888-997-8979](tel:888-997-8979) (GA Customers - [855-203-3808](tel:855-203-3808)) or submit an inquiry online by visiting xoomenergy.com/en/contact-us.

Thank you for choosing XOOM Energy!

XOOM Energy's FREE Customer Loyalty Program!

Earn rewards, prizes and discounts just for being a loyal XOOM Energy customer!



myxoomenergy.com
customer@xoomenergy.com
888-997-8979
855-203-3808 (Georgia Customers)
Mon - Fri | 8am - 11pm (ET)
Saturday | 9am - 7pm (ET)



XOOM Energy
11208 Statesville Rd., STE. 200
Huntersville, NC, 28078, USA

We're social



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XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 energy choice markets across North America. In the U.S., XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy").

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Ohio Contract Summary

Electricity Supplier Information	XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for electricity purchases will be a fixed price of \$0.0749 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your Agreement.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy - Electric service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term:XOOM Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services:XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions or representations.

Price:As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Participation in PIPP and Credit Arrearage Programs:Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

Termination, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within seven (7)



calendar days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

You agree to notify XOOM when you move your service address within fifteen (15) days of your move. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electricity in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single bill for both your electricity and the delivery of such electricity from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility's tariffs, in which case XOOM may seek cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. XOOM is offering budget billing for the generation portion of the bill at this time.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979, Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio ("PUCO") for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at <http://www.puco.ohio.gov>. Hearing or speech



impaired customers may contact the PUCO via 71-1 (Ohio relay service).

The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

Service Complaints: For service problems or complaints, you should contact your local utility by calling: Duke Energy - Electric at 800.543.5599. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

Miscellaneous: Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility's regulated sales service rate.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure.

Environmental Disclosure Chart: You can view the approximate generation resource mix and environmental



characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.

Harris, Lawrence

From: XOOM Energy <customercare@xoomenergy.com>
Sent: Thursday, February 3, 2022 3:57 PM
To: [REDACTED]
Subject: XOOM Energy: New Customer Enrollment Confirmation

To view this email as a web page, [go here](#).



New Customer Enrollment



2/3/2022

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy Ohio, LLC ("XOOM Energy"), your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement and Information Disclosure Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 888-997-8979.

What happens next?

Once approved, you will receive a Welcome Communication letting you know that your enrollment has been accepted. Once accepted, your service will be switched to XOOM Energy on your next meter read. The entire process may take 15-60 days depending on the rules of your local utility.

Important Documents

[View your Terms and Conditions](#)

Your Account Details

Confirmation Number: [REDACTED]

Billing Information

Customer Name: [REDACTED]

Customer Address:

[REDACTED]

Cincinnati, OH 45239

Email: [REDACTED]

Primary Phone #: [REDACTED]

Service Information

Utility Name: Duke Energy - Gas

Gas Account Number: [REDACTED]

Service Address:

[REDACTED]

Cincinnati, OH 45239

Rate Plan

Plan: SureLock 12

Price: \$0.579/ccf

Term: 12 months

Cost Recovery Fee: \$100.00*

*A Cost Recovery Fee would be assessed if you cancel your service prior to the end of your contract term for our fixed priced products. This is not a penalty, but a cost to re-purpose the unused energy that has been purchased by XOOM Energy on your behalf.

ACN Independent Business Owner Information

Business ID: 02634529



During the Enrollment Process, you agreed to the following statements:

- ✓ *I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
- ✓ *I understand that I have 7 days to cancel my enrollment and to cancel I need to contact my utility directly.*
- ✓ *I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy Ohio, LLC ('XOOM Energy'), and XOOM Energy will supply my natural gas. Reliable delivery of natural gas will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*
- ✓ *I am the utility account holder or a person that has legal authorization on this account.*
- ✓ *By clicking 'submit,' I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call or text message. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.*
- ✓ *I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM Energy-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.*

If you have any questions regarding your enrollment with XOOM Energy, please contact us at [888-997-8979](tel:888-997-8979) (GA Customers - [855-203-3808](tel:855-203-3808)) or submit an inquiry online by visiting xoomenergy.com/en/contact-us.

Thank you for choosing XOOM Energy!

XOOM Energy's FREE Customer Loyalty Program!

Earn rewards, prizes and discounts just
for being a loyal XOOM Energy customer!



myxoomenergy.com
customercare@xoomenergy.com
888-997-8979
855-203-3808 (Georgia Customers)
Mon - Fri | 8am - 11pm (ET)
Saturday | 9am - 7pm (ET)



XOOM Energy
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Huntersville, NC, 28078, USA

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XOOM Energy, LLC through its family of companies is a retail electricity, renewable and natural gas provider in over 90 energy choice markets across North America. In the U.S., XOOM Energy's family of companies includes, XOOM Energy Ohio, LLC (referred to in this document as "XOOM Energy").

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Ohio Contract Summary

Gas Supplier Information	XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 customercare@xoomenergy.com www.xoomenergy.com
Price Structure	Fixed
Supply Price	Your rate for natural gas purchase will be a fixed price of \$0.5790 per Ccf, plus taxes and fees, if applicable.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	No deposit required in Duke Energy - Gas service territory.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for twelve (12) consecutive months.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation	You may cancel this contract at any time, but there may be an early termination fee that applies if you cancel your contract prior to the end of your contract term.
Early Termination Fee	\$100.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.



SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services: XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Ccf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving: You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory,



provided that you notify XOOM within fifteen (15) days of your move. If transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying the cost recovery fee ("Cost Recovery Fee") set forth in the Contract Summary, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY toll free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. 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.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints: For service problems you should contact your local utility by calling: Duke Energy - Gas at 800.634.4300. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL



UTILITY.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the PUCO. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current natural gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject

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matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

**This foregoing document was electronically filed with the Public Utilities
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Case No(s). 22-0267-GE-COI

Summary: Staff Report of Investigation electronically filed by Ms. Melissa M.
Scarberry on behalf of PUCO Staff