



# Public Utilities Commission

**Mike DeWine**, Governor  
**Jenifer French**, Chair

## Commissioners

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

June 15, 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:

Several attachments were inadvertently omitted from the Staff Report filed on June 6, 2022 in the above referenced case. Please find the attachments enclosed.

Respectfully submitted,

A handwritten signature in cursive script that reads "Barbara Bossart".

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

nr  
Enclosure

# **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. Friedman  
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

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Crossing ID:  
Railroad:  
Railroad Street Name:

## Description Information

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

## Case Comments

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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>

2/18/2022 9:09:29 AM	<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 <a href="http://www.PUCO.ohio.gov">www.PUCO.ohio.gov</a>.</p>
3/3/2022 12:59:29 PM	<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

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

Web Account in Question:  
Web US Dot #:

## System Information

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Created by: 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

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**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 Cassady**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Lead Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

ref:\_00Dt0GzXt.\_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)\*\*\*

#### 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.

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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.

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

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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](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: 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.



**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.
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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.

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

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

ref:\_00Dt0GzXt.\_5008y36UzS:ref

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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.

**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) <<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](mailto:contactthepuco@puc.state.oh.us)>  
Sent: Monday, February 7, 2022 6:13 PM  
To: Consumer Affairs (Xoom) <[consumeraffairs@xoomenergy.com](mailto: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)\*\*\*

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Further, please place the consumer's information on XOOM's Do Not Call/Contact/Market lists.

Thank you.

Sincerely,

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Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Lead Customer Service Investigator  
(800) 686-PUCO (7826)  
www.PUCO.ohio.gov<[https://puco.my.salesforce.com/apex/AFSC\\_\\_UrlCheck?id=05a0q8y0000000M5OiAAK](https://puco.my.salesforce.com/apex/AFSC__UrlCheck?id=05a0q8y0000000M5OiAAK) ([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!avJhmB4GozSC23GnFqAnb7GfSNPsJtHHoMLXKcutlhTel_n_v1KDAX1EdK-cVWisQGVOYrYEn$)></a>></p></div><div data-bbox=)

[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=0188y000001cbNO&from=ext>]

ref:\_00Dt0GzXt.\_5008y36UzS: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.

**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.

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

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

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

ref:\_00Dt0GzXt.\_5008y36UzS:ref

**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

(800) 686-PUCO (7826)

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

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

ref:\_00Dt0GzXt.\_5008y36UzS:ref

## Case Images

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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](http://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](mailto: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](https://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](https://myxoomenergy.com)  
[customercare@xoomenergy.com](mailto: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 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").

© 2022 XOOM Energy, LLC.







## Ohio Contract Summary

<b>Electricity Supplier Information</b>	<i>XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 <a href="mailto:customercare@xoomenergy.com">customercare@xoomenergy.com</a> <a href="http://www.xoomenergy.com">www.xoomenergy.com</a></i>
<b>Price Structure</b>	<i>Fixed</i>
<b>Supply Price</b>	<i>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.</i>
<b>Statement Regarding Savings</b>	<i>The supply price may not always provide a savings.</i>
<b>Deposit</b>	<i>No deposit required in Duke Energy - Electric service territory.</i>
<b>Contract Term and Expiration Date</b>	<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>
<b>Renewal Terms</b>	<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>
<b>Cancellation</b>	<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>
<b>Early Termination Fee</b>	<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](http://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](mailto: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](http://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](http://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](https://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

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### 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 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

<b>Gas Supplier Information</b>	XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 <a href="mailto:customercare@xoomenergy.com">customercare@xoomenergy.com</a> <a href="http://www.xoomenergy.com">www.xoomenergy.com</a>
<b>Price Structure</b>	<i>Fixed</i>
<b>Supply Price</b>	<i>Your rate for natural gas purchase will be a fixed price of \$0.5790 per Ccf, plus taxes and fees, if applicable.</i>
<b>Statement Regarding Savings</b>	<i>The supply price may not always provide a savings.</i>
<b>Deposit</b>	<i>No deposit required in Duke Energy - Gas service territory.</i>
<b>Contract Term and Expiration Date</b>	<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 twelve (12) consecutive months.</i>
<b>Renewal Terms</b>	<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>
<b>Cancellation</b>	<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>
<b>Early Termination Fee</b>	<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" 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](mailto: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](http://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](http://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

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## 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. Friedman  
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:
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Docketing Case Number:	Case Formal Complaint Supervisor Approved:
Legacy Case ID:	



## Transportation Information

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Crossing ID:  
Railroad:  
Railroad Street Name:

## Description Information

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Description:

Resolution:

see case comments

## Case Comments

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Created Date	Comment
2/8/2022 1:22:29 PM	Customer called stating she is receiving enrollment information for Xoom Energy. She stated she does not know how they got her information and that she lives alone and never provided authorization. I advised we could invest enrollment and request it cancelled. Provided time frame, case#, name, icb
2/16/2022 9:03:50 AM	Spk with [REDACTED] and she advised everything has been taken care of. I advised her we had to still call to do a follow-up since she called. I advised her we show where she did spk with them and she stated yes and the gentleman was very nice and she thanked us for getting the issue taken care of.  ICB
2/16/2022 9:04:23 AM	Resolution Comments: see case comments

## Web Information

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

Web Account in Question:  
Web US Dot #:

## System Information

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Created by: Michelle James  
# Tasks Correspondence Review: 0  
# Tasks Correspondence Review:0

Last Modified by: Barbara Bossart  
Next Activity Date:  
Case Grade Created:  
Case Grade Target:

## Case Emails

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

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

ref:\_00Dt0GzXt.\_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:

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.

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

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The Terms and Conditions of Service.

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Sincerely,

Carmelita Smith

Public Utilities Commission of Ohio

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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](mailto:consumeraffairs@xoomenergy.com) should you have any questions or require additional information.

Thank you

Lawrence Harris

**NWM Sales Quality**

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

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

ref:\_00Dt0GzXt.\_5008y38Zly: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.

**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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www.PUCO.ohio.gov<[https://puco.my.salesforce.com/apex/AFSC\\_\\_UrlCheck?id=05a0q8y0000000M9k5AAC](https://puco.my.salesforce.com/apex/AFSC__UrlCheck?id=05a0q8y0000000M9k5AAC) ([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$))>

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

[<https://puco.my.salesforce.com/servlet/servlet.ImageServer?oid=00Dt0000000GzXt&esid=0188y000001d6fw&from=ext>]

ref:\_00Dt0GzXt.\_5008y38Zly: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) <<mailto:csc@ohio.gov>> or click the Phish Alert Button if available.

## Case Images

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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](http://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](mailto: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.

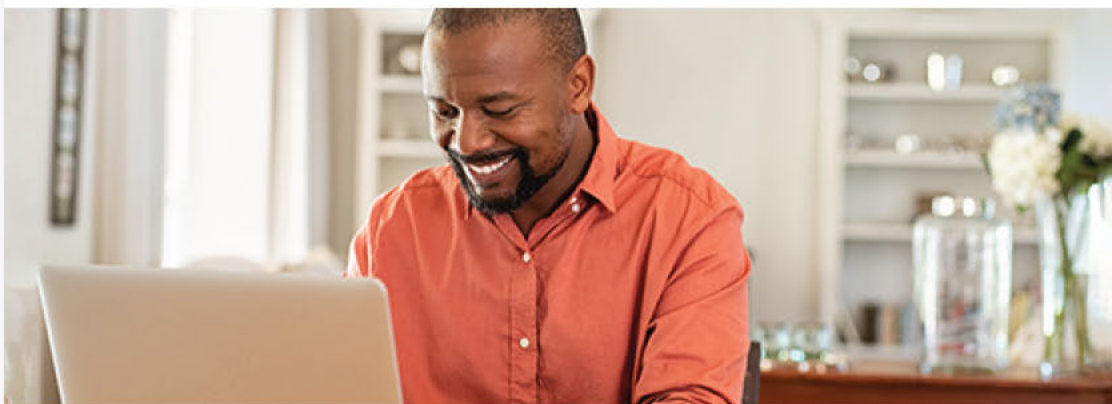
Respectfully,  
**XOOM Energy Ohio, LLC**

**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](https://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](https://myxoomenergy.com)  
[customercare@xoomenergy.com](mailto: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



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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 [REDACTED] 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

<b>Electricity Supplier Information</b>	XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 <a href="mailto:customercare@xoomenergy.com">customercare@xoomenergy.com</a> <a href="http://www.xoomenergy.com">www.xoomenergy.com</a>
<b>Price Structure</b>	Fixed
<b>Supply Price</b>	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.
<b>Statement Regarding Savings</b>	The supply price may not always provide a savings.
<b>Deposit</b>	No deposit required in Duke Energy - Electric service territory.
<b>Contract Term and Expiration Date</b>	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.
<b>Renewal Terms</b>	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.
<b>Cancellation</b>	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.
<b>Early Termination Fee</b>	\$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](http://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](mailto: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](http://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](http://www.xoomenergy.com).

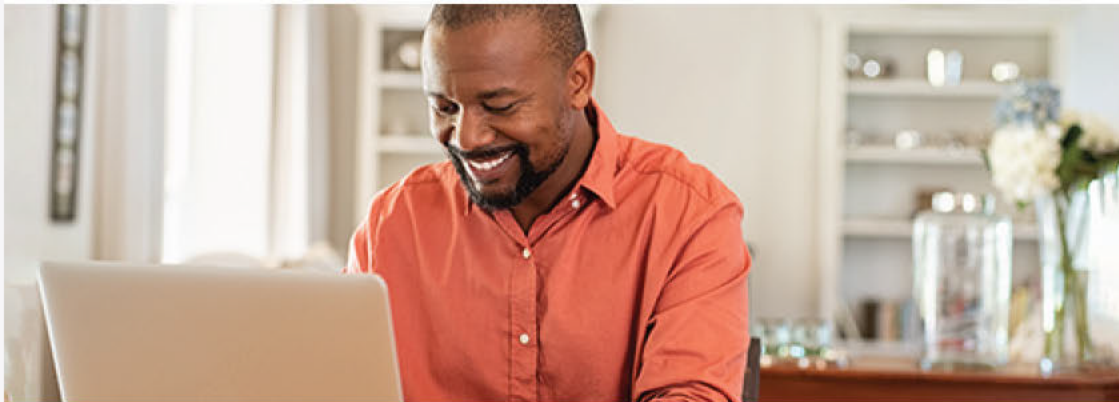
**Entire Agreement:** This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made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

**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](#)

# 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](https://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

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### 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 [REDACTED] 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

<b>Gas Supplier Information</b>	XOOM ENERGY OHIO, LLC License No. 11-223G(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 <a href="mailto:customercare@xoomenergy.com">customercare@xoomenergy.com</a> <a href="http://www.xoomenergy.com">www.xoomenergy.com</a>
<b>Price Structure</b>	<i>Fixed</i>
<b>Supply Price</b>	<i>Your rate for natural gas purchase will be a fixed price of \$0.5990 per Ccf, plus taxes and fees, if applicable.</i>
<b>Statement Regarding Savings</b>	<i>The supply price may not always provide a savings.</i>
<b>Deposit</b>	<i>No deposit required in Duke Energy - Gas service territory.</i>
<b>Contract Term and Expiration Date</b>	<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 twelve (12) consecutive months.</i>
<b>Renewal Terms</b>	<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>
<b>Cancellation</b>	<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>
<b>Early Termination Fee</b>	<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" 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](mailto: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](http://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](http://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

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## 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.

**This foregoing document was electronically filed with the Public Utilities  
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**Case No(s). 22-0267-GE-COI**

Summary: Staff Report Filed Staff Report Filed Attachments electronically filed by  
Nedra Ramsey on behalf of PUCO Staff