

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Commission's	)	
Investigation into RPA Energy, Inc.'s	)	
Compliance with the Ohio Administrative	)	Case No. 22-441-GE-COI
Code and Potential Remedial Actions for	)	
Non-Compliance.	)	

**DIRECT TESTIMONY OF BRIAN TROMBINO  
ON BEHALF OF RPA ENERGY, INC. D/B/A GREEN CHOICE ENERGY**

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*Attorney for RPA Energy Inc.  
d/b/a Green Choice Energy*

September 30, 2022

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1     **I. BACKGROUND**

2  
3     **Q1. Please introduce yourself.**

4     A1. My name is Brian Trombino. I am the President and sole shareholder of RPA Energy,  
5         Inc. d/b/a Green Choice Energy. My business address is 14 Wall Street Floor 2  
6         Huntington, NY 11743.

7     **Q2. Are you the same Brian Trombino referenced in the Staff report of investigation**  
8         **filed in this case?**

9     A2. Yes.

10    **Q3. Please describe your experience in the retail energy industry.**

11    A3. After graduating from Hofstra University in 2009 with a degree in Business  
12         Management, I worked in the financial sector at ICAP, a global markets operator and  
13         provider of execution and information services. In 2006 I founded Utility Expense  
14         Reduction, Inc. (UER) and in 2015 I purchased RPA Energy, which does business  
15         primarily as Green Choice Energy. Green Choice has been a certified gas and electricity  
16         supplier in Ohio since 2016. We are also licensed to supply electricity, natural gas, or  
17         both, in Pennsylvania, Illinois, Maryland, New Jersey, Delaware, Michigan, and the  
18         District of Columbia.

19    **II. PURPOSE OF TESTIMONY**

20  
21    **Q4. What is the purpose of your testimony**

22    A4. My testimony addresses the Company's sales process and quality assurance functions,  
23         our interactions with Commission Staff during the investigation in this proceeding, and  
24         the Company's position regarding the Staff Report recommendations.

25    **III. SALES PROCESS AND QUALITY ASSURANCE**

26  
27    **Q5. How is the Company organized and staffed?**

1 A5. We directly employ 19 people. We contract the sales function and customer service to  
2 third-party vendors.

3 **Q6. Is the Company currently marketing in Ohio?**

4 A6. No. We voluntarily suspended all in-person and telephone marketing in June 2021.

5 **Q7. Prior to suspending marketing in Ohio, did the Company require its sales vendors**  
6 **to follow Ohio laws and regulations?**

7 A7. Absolutely. Most of our enrollments were by telephone solicitation or door-to-door  
8 marketing. We recognize that we are responsible for the actions of people who interact  
9 with new and existing customers on the Company's behalf, regardless of their  
10 employment status. The vendors we have hired in the past are experienced companies  
11 who represent many different suppliers in many jurisdictions. When we retain a vendor  
12 we stress the need to comply with Ohio-specific regulations and answer any question the  
13 vendors has about these regulations. We monitor the vendors' performance by reviewing  
14 the sales call and third-party verification (TPV) for every telephonic enrollment. If a call  
15 does not meet our standards or applicable Ohio rules, we do not process the enrollment  
16 and no switch is made. We also provide feedback to the vendor about rejected  
17 enrollments and will direct retraining of specific sales agents when appropriate.

18 **Q8. If a sale is successful, what happens next?**

19 A8. The customer undergoes the third-party verification process. If that process is  
20 successfully completed, an electronic enrollment request is submitted to the applicable  
21 utility and for telephone sales, a welcome packet, which includes the written contract, is  
22 sent to the customer by mail or electronically. The utility then sends a confirmation  
23 notice to the customer and this triggers the customer's right to rescind the enrollment

1 within seven days. If the customer does not rescind, the switch is made and we become  
2 obligated to supply electricity or gas to the customer.

3 **Q9. Are salespeople authorized to modify the terms of the Company's written contract?**

4 A9. No. The purpose of the sales interaction is not to negotiate individual deals with each  
5 potential new customer. Every new enrollment is subject to the same written terms and  
6 conditions. Third-party verification occurs immediately after the sale to ensure the key  
7 terms of the contract have been disclosed to the customer. If the customer hears  
8 something during the third-party verification process that seems different than what they  
9 were told by the salesperson, the customer may stop the enrollment. The customer has  
10 another opportunity to rescind the enrollment during the seven-day rescission period. At  
11 no point during the sales or enrollment process, or afterward, are customers invited to  
12 bargain over or modify the written terms and conditions of service.

13 **Q10. How did the Covid-19 pandemic affect the Company's day-to-day operations?**

14 A10. The pandemic stopped us from enrolling new customers and made serving existing  
15 customers extremely challenging. By the end of March 2020, every regulatory agency in  
16 each jurisdiction where we served customers issued directives to cease all door-to-door  
17 and other in-person marketing. Stay-at-home and other "lockdown" orders made day-to-  
18 day communications and workflow extremely challenging. Most vendors we worked with  
19 laid off or terminated their entire sales force. New York was especially hard hit during  
20 the early stages of the pandemic, and we elected not to renew our office lease in New  
21 York City. When my wife became pregnant with our second child in early 2021, the  
22 seriousness of the pandemic really hit home—literally. I am not suggesting the pandemic  
23 is an excuse for not following the Commission's rules. Staff's investigation encompasses

1 a period where extreme and unprecedented external conditions should also be taken into  
2 consideration.

3 **Q11. When the Company resumed door-to-door marketing, did it implement social**  
4 **distancing and “no contact” policies?**

5 A11. Yes. All salespeople were directed to wear company supplied and branded masks and to  
6 maintain social distancing. Contracts and other documents were provided electronically  
7 instead of handing customers paper documents. We implemented these policies based on  
8 CDC guidance and state health agency directives.

9 **IV. STAFF INVESTIGATION AND NOTICE OF PROBABLE NON-COMPLIANCE**  
10

11 **Q12. Are you generally familiar with the Staff report of investigation in this matter?**

12 A12. Yes, with the caveat that I have not reviewed each of the approximately 1,400 pages of  
13 attachments in detail. But I am generally familiar with the main body of the report. I am  
14 also aware that the Staff Report was amended, so when I refer to “Staff Report” I am  
15 referring to the amended version.

16 **Q13. The Staff Report states at page 2, “In February of 2021, Staff suspected that a sales**  
17 **call associated with an enrollment with RPA Energy was modified.” Was the**  
18 **Company notified of this concern in the February 2021 timeframe?**

19 A13. No. No such concern was relayed to me personally and I have not been able to locate any  
20 record of such a concern being communicated to anyone else at the Company.

21 **Q14. Was a concern about a potentially modified sales call communicated to you later in**  
22 **2021?**

23 A14. Yes. Ms. Nedra Ramsey sent an email to me on June 22, 2021, raising this concern. Ms.  
24 Ramsey’s email, and my response, are Attachment BT-1 to my testimony.

25 **Q15. Did this concern lead to a series of correspondence between the Company and Staff?**

26 A15. Yes. The Company immediately began to investigate and responded to Ms. Ramsey the  
27 same day. In the following days, weeks, and months, Staff asked for information and

documents about the Company's sales and business practices generally, and the Company complied with these requests to the best of its ability. Attachments BT-2, BT-3 and BT-4 are examples of the dialogue with Staff from the beginning of the investigation until issuance of the notice of probable non-compliance (PNC) on October 6, 2021.

**Q16. What was your involvement in the flow of information between the Company and Staff in the June to October 2021 period?**

A16. I considered Staff's investigation a priority and treated it as such. I was personally involved in reviewing Staff's correspondence, directing my staff to gather information necessary to answer Staff's questions, and working with our legal counsel to ensure we were responding to Staff's requests completely and accurately. In most cases our legal counsel, Mark Whitt, wrote on behalf of the Company based on information provided by me directly or by my Staff. The factual information relayed to Staff in this correspondence is true and accurate. Any legal statements or conclusions are those of Mr. Whitt.

**V. RESPONSE TO STAFF PROPOSED CORRECTIVE ACTIONS**

**Q17. What happened after the Company received the PNC?**

A17. We reviewed the list of corrective actions and began working on a response, which was provided to Staff on October 20, 2021. Attachment BT-5 is an accurate copy.

**Q18. After the Company responded to the PNC, what happened next?**

A18. Staff issued additional data requests. As mentioned in the Staff Report, we also exchanged correspondence about settlement. This dialogue continued until April 18, 2022, when Staff requested the Commission to commence a formal investigation.

**Q19. What are Attachments BT-6 through BT-12 to your testimony?**

1 A19. Attachments BT-6 through BT-11 are a collection of correspondence between the  
2 Company and Staff between issuance of the PNC in October 2021 and the  
3 commencement of a formal proceeding in April 2022. Attachment BT-12 is  
4 correspondence regarding a request for information from Staff after the Staff Report was  
5 filed. As with the previously identified correspondence, the factual information relayed to  
6 Staff is true and accurate and any legal statements or conclusions are those of Mr. Whitt.

7 **Q20. Why are you disclosing the correspondence between the Company and Staff that**  
8 **preceded the Staff Report?**

9 A20. This correspondence is important for two reasons. First, Staff is requesting a \$1.5 million  
10 forfeiture. The Staff Report gives no indication how this amount was calculated, but the  
11 amount itself seems to suggest that a penalty of this magnitude is necessary to “send a  
12 message” to a Company that refuses to accept responsibility and has defiantly resisted  
13 Staff’s recommended corrective actions. That is not a fair characterization. As shown in  
14 the correspondence, the Company disagrees with characterizations that its sales practices  
15 are systemically unfair or misleading but acknowledges that some of its operations were  
16 not fully compliant with Commission rules during the period of the investigation, due in  
17 large part to internal communication challenges posed by pandemic-related work  
18 restrictions. We have accepted responsibility for these lapses and have corrected them,  
19 and it is important the Commission knows this.

20 Second, Staff is accusing the Company of “refusing” to provide information about a  
21 former vendor’s call recording equipment and amended the Staff Report to make this a  
22 stand-alone violation. Staff’s characterization is not fair or accurate, and the conduct  
23 being attributed to the Company is completely out of character with the way we have  
24 dealt with Staff from the beginning of the investigation. The actual correspondence and



1 dialogue during the investigation tell a more complete story of the Company's level of  
2 cooperation and the practical limitations of its ability to cooperate.

3 **Q21. Did anyone ever notify you that Staff had hired a technical consultant to examine**  
4 **and authenticate audio recordings provided by the Company to Staff?**

5 A21. No. The first time I heard about this is when I read about it in the Staff Report.

6 **Q22. Is there any recommended corrective action in the PNC that the Company refused**  
7 **to take?**

8 A22. As shown in the correspondence with Staff, the only area of disagreement was the  
9 corrective action regarding "re-rates," meaning the issuance of refunds to customers  
10 based on the utility default service offer rate, otherwise known as the price to compare.  
11 The Company was willing to agree to all other corrective actions, and to bridge the gap  
12 with Staff, we proposed to re-rate certain customers based on a different formula than the  
13 one proposed by Staff. Staff did not accept our proposal.

14 **Q23. Did the Company do anything else to address Staff's concerns?**

15 A23. Yes. Before Staff even issued the PNC, we dropped all customers enrolled by the vendor  
16 who was generating nearly all the complaints and returned these customers to utility  
17 default service. Additionally, since approximately November 2021, we have voluntarily  
18 capped our monthly variable electric rates at no more than twice the utility price to  
19 compare. We implemented this voluntary cap as a good-faith gesture, but we cannot  
20 commit to this cap indefinitely, especially considering current market conditions and  
21 wholesale energy costs.

22 **Q24. Are you aware of any outstanding formal or informal complaints the Company has**  
23 **not resolved?**

24 A24. No. Staff says it received 25 "customer contacts" between January and July 2021 but that  
25 not every contact was necessarily a complaint. Based on the Company's counsel's review

1 of the documents attached to the Staff Report, apparently only 16 of the 25 customer  
2 contacts were brought to the Company's attention by Staff, and approximately half of  
3 these 16 informal complaints involved consumers who did not actually enroll with the  
4 Company. I have confirmed that all the informal complaints by enrolled customers were  
5 resolved by cancelling the enrollment, refunding any amounts paid above the utility price  
6 to compare, and returning the customer to the utility. I am not aware of any outstanding  
7 formal or informal complaints by anyone solicited by the Company during the period of  
8 the investigation, or by any current customers.

9 **Q25. How has the Company been impacted by not actively marketing?**

10  
11 A25. Our customer count has dropped substantially. In July 2021 we had 6,714 electric  
12 customers and 3,540 gas customers. As of the end of August 2022, we have 1,593 electric  
13 customers and 1,253 gas customers.

14 **Q26. Have the customers who dropped the Company's services incurred any penalties or**  
15 **charges?**

16 A26. No. Our variable rate electric contracts allow customers to cancel our service at any time  
17 without penalty.

18 **Q27. During the period of Staff's investigation, did all the Company's written contracts**  
19 **disclose an initial rate and whether the rate was fixed or variable?**

20 A27. Yes.

21 **Q28. How does the Company determine the variable electric rates charged to customers?**

22 A28. In simple terms, we determine rates by charging what is necessary to recover our costs  
23 and earn a targeted profit margin. Our contracts list the factors considered in determining  
24 variable rates and explain that these factors may cause rates to increase or decrease  
25 month-to-month. Our most significant cost is the cost of wholesale energy. Attachment

1 BT- 13 is the Welcome Packet and form of the contract we used during the period of  
2 Staff's investigation.

3 **Q29. Were the variable rates charged to customers during the period of Staff's**  
4 **investigation determined in accordance with the factors disclosed in the Company's**  
5 **written contracts?**

6 A29. Yes.

7 **Q30. What sources of information are available to compare these rates to the utility price**  
8 **to compare and the rates charged by other suppliers?**

9 A30. Utility standard service offer rate and rates charged by other marketers are available on  
10 the Apples-to-Apples website, energychoice.ohio.gov, which is also accessible through  
11 the PUCO's website. The available data includes current and historical information.

## 12 **VI. STAFF REPORT RECOMMENDATIONS AND CONCLUSIONS**

13  
14 **Q31. Referring to Section V. of the Staff Report, are the Conclusions and**  
15 **Recommendations generally the same as the proposed corrective actions in the**  
16 **notice of probable non-compliance?**

17 A31. Generally, yes. However, Staff has increased its forfeiture request from \$300,000 to \$1.5  
18 million and rather than recommend a temporary suspension of marketing, Staff is now  
19 recommending that the Commission rescind or suspend the Company's certificate for an  
20 indefinite period. Also, Staff is no longer requesting agreement to a compliance plan.

21 **Q32. You previously testified that the Company was willing to agree to all proposed**  
22 **corrective actions, except re-rates. To the extent corrective actions are now being**  
23 **presented as recommendations to the Commission, what is the Company's position?**

24 A32. The Company disagrees with each conclusion and recommendation, and we are no longer  
25 willing to voluntarily undertake any actions we may have previously agreed to in the  
26 context of settlement negotiations. I will defer to the Company's legal counsel whether  
27 Staff's conclusions and recommendations are lawful in the first place, even if everything  
28 alleged in the Staff Report were proven.

1   **VII. CONCLUSION**

2

3       **Q33. Does this conclude your testimony?**

4       A33. Yes.

**Subject:** RE: Urgent Data Request from the Staff of the PUCO  
**Date:** Tuesday, June 22, 2021 at 5:50:24 PM Eastern Daylight Time  
**From:** btrombino@greenchoiceenergy.com  
**To:** 'nedra.ramsey@puco.ohio.gov'  
**CC:** Samantha.Boerstler@puco.ohio.gov  
**Attachments:** image005.png, image006.png, image007.png, image008.png, image009.png, image001.png

Ms. Ramsey-

I am writing to acknowledge Staff's data requests. We take the matters you have described very seriously and have instructed the vendor responsible for this call to cease all telemarketing on our behalf. I've instructed my staff to have the information you've requested ready for delivery to you by the end of this week. If you think it would be helpful, I would be happy to meet with staff after the July 4 holiday to review the information we will be sending. If you come across any additional information pertinent to staff's concerns, please relay it to me so we can include it in our investigation.

Please feel free to call if you have any questions.

Best Regards,



**Brian Trombino**  
President  
Green Choice Energy

**P:** (516) 858-3352  
**M:** (631) 745-7251  
**E:** btrombino@greenchoiceenergy.com  
14 Wall Street Floor 2  
Huntington, NY 11743



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**From:** nedra.ramsey@puco.ohio.gov <nedra.ramsey@puco.ohio.gov>  
**Sent:** Tuesday, June 22, 2021 3:41 PM  
**To:** btrombino@greenchoiceenergy.com  
**Cc:** nedra.ramsey@puco.ohio.gov; Samantha.Boerstler@puco.ohio.gov  
**Subject:** Urgent Data Request from the Staff of the PUCO  
**Importance:** High

Brian,

A member of PUCO staff has been solicited by agents representing RPA Energy (dba Green Choice Energy) numerous times. These calls were initiated with an automated message instructing her to press 1 to get a \$50 discount and a gift card. When she pressed 1 and spoke to a sales agent, in each instance, she was told that she was being billed a commercial rate and the representative was going to place her on a residential

rate. The sales representatives made many false and misleading statements during these solicitations. When she was solicited on June 7, the representative stated he was Adam Smith “for customer choice program for your electric company”. He also stated that the staff member was on a commercial rate, and he was switching her to a residential rate which would be 30 to 40% off. This time she completed the TPV and enrolled. The caller ID showed the telephone number 614-478-5676.

Staff requested the sales call, TPV, and contract through case number 00695063. Staff listened to the sales call, and it was clearly altered. The conversation that she had with the sales representative does not reflect what is heard in the provided recording.

As you are aware, Staff reached out to RPA in February of 2019 related to a similar solicitation (spoofing Duke Energy’s number, using a misleading automated message, as well as sales agents providing false and/or misleading claims). As a result, Staff is requesting that RPA Energy Inc dba Green Choice Energy cease all telephonic and door-to-door enrollment in Ohio immediately. We are including door to door solicitation as well because of the number of complaints we have received from consumers stating representatives are telling them that they were with the utility, they are paying too much for service, and even a complaint where it appeared a consumer’s husband signed a contract when he was deceased. Additionally, please provide the following information:

1. Is the phone number 614-478-5676 assigned to RPA Energy or any of its sales vendors?
2. The staff member received a contract via text message (which she requested not to) and the initials “BB” appear in the document. Please explain how that occurred. I’ve attached the document for reference.
3. Has RPA authorized the use of an autodial with a message to solicit consumers in Ohio?
  - a. If so, what is the message that was authorized?
  - b. If not, how does RPA ensure this is not occurring?
4. Provide the names of all vendors soliciting on behalf of RPA and specify which marketing channel they are using (door-to-door, telemarketing, in-store marketing, etc.).
5. Since our communication in February of 2019, has RPA continued to require agents to follow a sales script approved by the company?
6. Provide the following scripts and include the date each one was first used:
  - a. All third-party verification scripts. If multiple verification scripts are used, please indicate which vendor is using each script.
  - b. Any door-to-door sales scripts, including which vendor uses each, if applicable.
  - c. Any telemarketing sales scripts, including which vendor uses each, if applicable.
7. When did RPA begin marketing door-to-door in Ohio?
8. How has RPA complied with the Commission order issued on June 3, 2020 in case number 20-0591-AU-UNC?
9. How does RPA monitor compliance of the OAC by their sales agents?
10. Enrollment information:
  - a. How many enrollments has RPA submitted to Ohio utility companies in the last 12 months?
  - b. How many of the enrollments submitted in the last 12 months were rescinded prior to beginning flow with RPA?
  - c. How many customers dropped RPA as a supplier within three months of starting flow?
  - d. Provide all sales calls placed by RPA, whether or not the consumer enrolled, for the week of June 6, 2021.
  - e. Also provide a list of customers enrolled during the week of June 6, 2021.

Please acknowledge this email as soon as possible and let us know the company’s position on marketing in Ohio. Staff looks forward to receiving the other information by Tuesday, July 6, 2021.

**Nedra Ramsey**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Dept.

Public Utilities Administrator

(614) 466-8526

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



**Subject:** RPA/ Green Choice  
**Date:** Thursday, June 24, 2021 at 11:30:08 AM Eastern Daylight Time  
**From:** Mark Whitt  
**To:** nedra.ramsey@puco.ohio.gov  
**CC:** Brian Trombino, Lucas Fykes, Alexsa Torres

**Attachments:** image001.png, image002.png, image003.png

Nedra,

RPA/Green Choice has asked for my counsel in responding to the complaints that have surfaced over the past few days. I am still getting up to speed but can report the following:

1. The company has ceased all Ohio telemarketing.
2. The company has terminated the telemarketing vendor implicated in the call to Ms. Bossart.
3. All customers enrolled by the now-terminated telemarketer are being returned to the standard utility service and will be re-rerated to the utility rate for all electricity supplied by Green Choice. The company is reviewing the total number of complaints and affected customer and will provide this information with its DR responses tomorrow (see No. 5 below)
4. The company will cease Ohio door-to-door sales. A campaign is in progress that ends this Saturday, June 25. No D2D sales will be conducted after this period. (There are contractual considerations and limitations that prevent the company from immediately halting D2D sales, as the D2D vendor is a different vendor than the telemarketing vendor).
5. I understand that the company promised to provide certain information to Staff by close of business tomorrow. The company is on track to honor that commitment.
6. As to items 1-4 above, the company is undertaking the described actions voluntarily. That said, the company will not resume marketing without first notifying staff.

I would appreciate being copied on future correspondence with the company related to this matter. As always, feel free to reach out if you have any questions or would like to discuss.

**Mark A. Whitt**

whittsturtevant LLP

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## **Attachment BT-3**

**Confidential and Filed Under Seal**

**Attachment BT-4**

**Confidential and Filed Under Seal**

**Attachment BT-5**

**Confidential and Filed Under Seal**

**Attachment BT-6**

**Confidential and Filed Under Seal**

**Attachment BT-7**

**Confidential and Filed Under Seal**

## **Attachment BT-8**

**Confidential and Filed Under Seal**

**Attachment BT-9**

**Confidential and Filed Under Seal**

**Subject:** RE: RPA  
**Date:** Friday, March 11, 2022 at 10:37:08 AM Eastern Standard Time  
**From:** Robert Eubanks  
**To:** Mark Whitt  
**CC:** Nedra Davis  
**Attachments:** image001.png, image003.png

Again, Staff wants your client to request the information below from the vendor and Nedra may follow-up with you concerning the accuracy of the data request # 5 involving the sales calls or first solicitation calls of three individuals (one of which is named Dixon).

We know that you may not be able to verify the information provided from the vendor and we know that there is a chance that the vendor will refuse to provide you with the requested information. However, we are asking that you simply attempt to acquire the information from the vendor.

Robert Eubanks  
Senior Assistant Attorney General  
Ohio Attorney General's Office  
30 East Broad Street; 26<sup>th</sup> Floor  
Columbus, Ohio 43215  
614 517-6091 (Cell Phone)

*\* Please note that, in adherence to best practices brought about in response to COVID-19, the Ohio Attorney General's Office moved to a "remote work" status effective March 18, 2020. All members of the office remain available remotely during normal business hours. Thank you for your patience.*

---

**From:** Mark Whitt <whitt@whitt-sturtevant.com>  
**Sent:** Friday, March 11, 2022 10:00 AM  
**To:** Robert Eubanks <Robert.Eubanks@OhioAGO.gov>  
**Cc:** Nedra Davis <nedra.davis@OhioAGO.gov>  
**Subject:** Re: RPA

Robert –

Thanks for taking my call this morning. Our chat revealed that there might be some misunderstanding about what Staff is looking for, and that Nedra will be following up. I will wait to hear from her before responding to the note below. Thanks

**Mark A. Whitt**

**whittsturtevant** LLP

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88 E. Broad Street, Suite 1590  
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614.224.3911 (direct)  
614.804.6034 (mobile)

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---

**From:** Robert Eubanks <[Robert.Eubanks@OhioAGO.gov](mailto:Robert.Eubanks@OhioAGO.gov)>  
**Date:** Wednesday, March 9, 2022 at 11:20 AM  
**To:** Mark Whitt <[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)>  
**Cc:** Nedra Davis <[nedra.davis@OhioAGO.gov](mailto:nedra.davis@OhioAGO.gov)>  
**Subject:** RPA

Hello Mark,

I was forwarded the email you sent to Nedra regarding Data Request No. 5. Your email to Nedra was as follows:

Nedra –

Thanks for your patience. I’ve conferred with the company and here’s what I can report:

To the company’s knowledge, the recordings already provided to Staff are “digital bit-for-bit” duplicates of the original recordings. The recordings were produced as the company received them from their former vendors. The company does not have the ability to retrieve recordings directly from the vendors’ digital storage, so the files already produced are the best the company can do.

The company is also unable to provide the technical specifications for the vendors’ recording and storage systems. The contracts with these vendors did not disclose these specifications, and even if the company asked the vendors to provide this information voluntarily, the company would not be in a position to verify the information without performing a physical site inspection. Even then, the company would be unable to verify that systems in use currently are the same systems (or versions) in use during the relevant time period.

Please let us know if you have any questions.

Please request of the vendors to voluntarily provide the information requested and please perform a physical site inspection if needed and possible. We understand that RPA may not be able to verify that systems in use currently are the same systems (or version) in use during the relevant time period, but please ask the vendor to verify this things.

Thanks,

Robert Eubanks  
Senior Assistant Attorney General  
Ohio Attorney General's Office  
30 East Broad Street; 26<sup>th</sup> Floor  
Columbus, Ohio 43215  
614 517-6091 (Cell Phone)

*\* Please note that, in adherence to best practices brought about in response to COVID-19, the Ohio Attorney General's Office moved to a "remote work" status effective March 18, 2020. All members of the office remain available remotely during normal business hours. Thank you for your patience.*

**Subject:** Re: PUCO Data Request 5 [CONFIDENTIAL RESPONSES]  
**Date:** Tuesday, March 15, 2022 at 2:57:30 PM Eastern Daylight Time  
**From:** Mark Whitt  
**To:** nedra.ramsey@puco.ohio.gov, Brian Trombino  
**CC:** Kyle Kern, Robert.Eubanks@OhioAGO.gov, Barbara.Bossart@puco.ohio.gov

**Attachments:** image001.png, image002.png, image009.png, image010.png, image011.png, image012.png, image013.png, image014.png, image015.png, image016.png, image017.png, image018.png

Nedra,

Below I respond to the most recent follow-up questions to DR 5, followed by the questions first presented on March 4.

As explained originally, the sales calls and TPVs were not recorded or maintained by the company. They were recorded and maintained by third-party vendors contracted for that purpose. When Staff requested these records from the company, the company contacted the vendors and, subsequently, turned over to Staff what the vendors had turned over to the company. The company does not know what format the vendor kept the files on their servers, what format the files were exported in (if different from the format in which the company and Staff received them), what different format exist for storage and export, who has access to these files, whether logs are kept of recordings or calls, or other details of the vendors systems. I would be surprised if other suppliers had this information about their vendors, either.

Reading between the lines, it appears as though Staff is suggesting that the vendors altered their call records or did not produce everything they were asked to produce. Under these circumstances, I cannot in good conscience advise the company to reach out to the vendors in an attempt to answer Staff's questions. Even if the vendors were inclined to respond, verifying any information they would provide would not be practical. If Staff intends to place at issue the authenticity or completeness of information originating from these vendors, then Staff should seek this information directly from the vendors. It is not appropriate for the company to serve as an intermediary between the vendors and Staff, and doing so would create numerous evidentiary issues to be dealt with at hearing.

The follow-up information requested on March 4 pertains to five customers identified in Questions 1 and 2. The informal complaints brought by both customers listed in Question 1 (Pharris and Spencer) were settled in February 2021 by returning the customers to the utility and refunding them to the price-to-compare. Therefore, the facts and circumstances of these enrollments are beyond the proper scope of an enforcement proceeding. Asking vendors to do another search of their records for these customers would not seem to serve any useful purpose.

DR 5, Question 2 pertains to three customers (Burnet, Jones, and Dixon). Staff has characterized the sales calls for Burnet and Jones as "follow-up sales calls" where the agents alluded to a prior call or calls. Staff has requested production of "all solicitation calls," which would include "the first solicitation." But because the "first solicitation" did not result in a sale, the vendor would not necessarily have retained the calls. That seems to be case here because they vendors were asked to produce all calls, and the "initial" calls were not part of their productions. The calls that did result in sales have been produced to Staff, in the same format and file name as provided by the vendor. This also applies to the third customer (Dixon), where Staff has questioned why both the sales call and TPV have file names suggesting that both are TPVs. These files were labeled by the vendor, not the company. Regardless, both the sales call and TPV were produced for this customer.

I would note that for TPVs (but not sales calls), the company has electronic access to the vendors system and may download call files directly. For the avoidance of doubt, the company has retrieved the TPVs for each of the 5 customers mentioned in DR 5, and I will have the company send those to you directly later today.

We are not trying to be unnecessarily difficult, but the company must temper its desire to be cooperative with the reality that this case seems to be progressing toward a formal enforcement action—regardless of the company's level of cooperation. If I am wrong about the prospects of settlement then please let me know. The company has cooperated with Staff data requests throughout this investigation and will continue to do so—provided the requests pertain to information within the company's custody or control.

Please let me know if you have any questions.

**Mark A. Whitt**

**whittsturtevant** LLP

The KeyBank Building  
88 E. Broad Street, Suite 1590  
Columbus, Ohio 43215  
614.224.3911 (direct)  
614.804.6034 (mobile)

[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)



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**From:** nedra.ramsey@puco.ohio.gov <nedra.ramsey@puco.ohio.gov>

**Date:** Monday, March 14, 2022 at 12:30 PM

**To:** Mark Whitt <whitt@whitt-sturtevant.com>, Brian Trombino  
<btrombino@greenchoiceenergy.com>

**Cc:** Kyle Kern <Kyle.Kern@OhioAGO.gov>, Robert.Eubanks@OhioAGO.gov  
<Robert.Eubanks@OhioAGO.gov>, Barbara.Bossart@puco.ohio.gov  
<Barbara.Bossart@puco.ohio.gov>

**Subject:** RE: PUCO Data Request 5 [CONFIDENTIAL RESPONSES]

Good morning, Brian and Mark:

In addition to the request Mr. Eubanks made last week, Staff has additional questions related to the system(s) used.

1. In what file format are the recordings archived on the server?
2. And in what file format are they exported and sent to others?
3. How many file formats can you choose between to export to others or are they only saved one way and exported one way? Can you choose in what file format to send to others? Can you choose how they are saved or is it automatic?
4. What kind of access do the employees have to these recordings?
5. If all calls are recorded and logged (in real time) please provide a copy of those logs to verify the time (length) of the call that has been provided to compare to the real time of the recorded conversation?

Related to data request #5 (attached for reference), I understand that to RPA's knowledge, the calls provided are "digital bit-for-bit duplicates of the original recordings"; however, the calls listed in #2 are not the first sales calls placed to the consumers. They are either not the sales call at all (case of Dixon) or they are not the first solicitation call RPA placed to the consumers (Burnet and Jones).

"In the data request responses RPA provided to Staff on July 23 and August 11, 2021, the calls for the first two file names below are the follow-up sales calls. The sales agents both alluded to speaking to the consumers previously and were following up on that initial call. For the third call (Dixon), RPA provided two TPV recordings even though the title implies one is a sales call. Please provide the uncompressed, digital bit for bit copy of the sales call and TPV for all solicitation calls for each customer (the first solicitation and the follow-up solicitation calls). Please send these calls in their original file format as retrieved from the server that housed the original call. Please do not rename the file."

Before we exchange additional calls, I want to understand what RPA intended to provide on the flash drive offered earlier. Was it all calls placed to Burnet and Jones, including the first solicitation call and also the solicitation call to Dixon? If that was not your understanding from the data request, please provide these calls. When you are ready to provide them, I will open a secure drop box for you to place them in.

Please let me know if you have any questions.

**Nedra Ramsey**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Dept.  
Public Utilities Administrator  
(614) 466-8526  
[PUCO.ohio.gov](http://PUCO.ohio.gov)



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**From:** Mark Whitt <[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)>

**Sent:** Monday, March 7, 2022 5:08 PM

**To:** Ramsey, Nedra <[nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov)>; Brian Trombino <[btrombino@greenchoiceenergy.com](mailto:btrombino@greenchoiceenergy.com)>

**Subject:** Re: PUCO Data Request 5 [CONFIDENTIAL RESPONSES]

Nedra –

Thanks for your patience. I've conferred with the company and here's what I can report:

To the company's knowledge, the recordings already provided to Staff are "digital bit-for-bit" duplicates of the original recordings. The recordings were produced as the company received them from their former vendors. The company does not have the ability to retrieve recordings directly from the vendors' digital storage, so the files already produced are the best the company can do.

The company is also unable to provide the technical specifications for the vendors' recording and storage systems. The contracts with these vendors did not disclose these specifications, and even if the company asked the vendors to provide this information voluntarily, the company would not be in a position to verify the information without performing a physical site inspection. Even then, the company would be unable to verify that systems in use currently are the same systems (or versions) in use during the relevant time period.

Please let us know if you have any questions.

**Mark A. Whitt**

**whittsturtevant** LLP

The KeyBank Building  
88 E. Broad Street, Suite 1590  
Columbus, Ohio 43215  
614.224.3911 (direct)  
614.804.6034 (mobile)

[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)



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**From:** [nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov) <[nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov)>  
**Date:** Monday, March 7, 2022 at 9:53 AM  
**To:** Mark Whitt <[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)>  
**Subject:** RE: PUCO Data Request 5 [CONFIDENTIAL RESPONSES]

Thank you

Nedra Ramsey

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**From:** Mark Whitt <[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)>  
**Sent:** Friday, March 4, 2022 4:49 PM  
**To:** Ramsey, Nedra <[nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov)>; Brian Trombino <[btrombino@greenchoiceenergy.com](mailto:btrombino@greenchoiceenergy.com)>  
**Cc:** Robert.Eubanks <[Robert.Eubanks@OhioAGO.gov](mailto:Robert.Eubanks@OhioAGO.gov)>; Kyle Kern <[Kyle.Kern@OhioAGO.gov](mailto:Kyle.Kern@OhioAGO.gov)>; De Lisi, Megan <[Megan.DeLisi@puco.ohio.gov](mailto:Megan.DeLisi@puco.ohio.gov)>; Bossart, Barbara <[Barbara.Bossart@puco.ohio.gov](mailto:Barbara.Bossart@puco.ohio.gov)>; Valerie Cahill <[cahill@whitt-sturtevant.com](mailto:cahill@whitt-sturtevant.com)>  
**Subject:** Re: PUCO Data Request 5 [CONFIDENTIAL RESPONSES]

Nedra - I have been tied up today in a federal court matter but will get back to you on this, hopefully on Monday. Have a good weekend.

Mark A. Whitt  
Whitt Sturtevant LLP

614.224.3911 (direct)  
614.804.6034 (mobile)

Sent from iPhone

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**From:** [nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov) <[nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov)>  
**Sent:** Friday, March 4, 2022 8:32:13 AM  
**To:** Mark Whitt <[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)>; Brian Trombino <[btrombino@greenchoiceenergy.com](mailto:btrombino@greenchoiceenergy.com)>  
**Cc:** [Robert.Eubanks@OhioAGO.gov](mailto:Robert.Eubanks@OhioAGO.gov) <[Robert.Eubanks@OhioAGO.gov](mailto:Robert.Eubanks@OhioAGO.gov)>; Kyle Kern <[Kyle.Kern@OhioAGO.gov](mailto:Kyle.Kern@OhioAGO.gov)>; [Megan.DeLisi@puco.ohio.gov](mailto:Megan.DeLisi@puco.ohio.gov) <[Megan.DeLisi@puco.ohio.gov](mailto:Megan.DeLisi@puco.ohio.gov)>; [Barbara.Bossart@puco.ohio.gov](mailto:Barbara.Bossart@puco.ohio.gov) <[Barbara.Bossart@puco.ohio.gov](mailto:Barbara.Bossart@puco.ohio.gov)>; Valerie Cahill <[cahill@whitt-sturtevant.com](mailto:cahill@whitt-sturtevant.com)>  
**Subject:** RE: PUCO Data Request 5 [CONFIDENTIAL RESPONSES]

Good morning, Mark and Brian:

I appreciate the offer to drop off a flash drive; however, we do not want the calls transferred to a flash drive. I will open a secure drop box which can be used to drop the files in. We need the uncompressed digital bit for bit file in their original file format.

As for the system information, Staff needs this information, and the vendors are acting as an agent for RPA so this information should be accessible. We encourage RPA to reach out to the vendors and obtain this information.

## Nedra Ramsey

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**From:** Mark Whitt <[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)>

**Sent:** Friday, February 25, 2022 4:34 PM

**To:** Ramsey, Nedra <[nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov)>; Brian Trombino <[btrombino@greenchoiceenergy.com](mailto:btrombino@greenchoiceenergy.com)>

**Cc:** Robert.Eubanks <[Robert.Eubanks@OhioAGO.gov](mailto:Robert.Eubanks@OhioAGO.gov)>; Kyle Kern <[Kyle.Kern@OhioAGO.gov](mailto:Kyle.Kern@OhioAGO.gov)>; De Lisi, Megan <[Megan.DeLisi@puco.ohio.gov](mailto:Megan.DeLisi@puco.ohio.gov)>; Bossart, Barbara <[Barbara.Bossart@puco.ohio.gov](mailto:Barbara.Bossart@puco.ohio.gov)>; Ramsey, Nedra <[nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov)>; Valerie Cahill <[cahill@whitt-sturtevant.com](mailto:cahill@whitt-sturtevant.com)>

**Subject:** Re: PUCO Data Request 5 [CONFIDENTIAL RESPONSES]

Nedra,

On behalf of the company, I am providing the following information in response to Data Request 5, all of which should be treated as confidential since it pertains to specific customers.

Items 1 and 2 ask for original, uncompressed audio files of sales calls and TPVs for specific customers. All recordings previously provided to Staff were in the same format and file name as provided by the telemarketing vendors, Ron Pro Solutions Co. and Southeast Energy Consultants. We probably sent these to Staff the first time in a compressed format to accommodate email delivery limitations. For the customers listed in Items 1 and 2, we will deliver uncompressed versions on a flash drive. Please let me know where to send it (I assume hand-delivery is acceptable; our paralegal Valerie Cahill can make arrangements).



Items 1 and 2 also ask for details about the system used to record the sales calls and TPVs for the identified customers. The company does not have this information. Sales recordings were prepared by the vendors mentioned above and independent entities (Trusted TPV and TPV.com) conducted and recorded TPVs. The contracts with these third parties did not specify use of a specific recording system.

Regarding Item 3, the contracts for Jennifer Jones and Ann Jackson are attached.

Item 4 asks about the delivery method and other details of the contracts associated with the customers listed in Item 5. The responsive information is attached.

Item 5 asks for telephone numbers used to complete TPVs for the referenced customers. The responsive information is attached.

Items 6 and 7 ask for re-rate calculations and the calculation for a certain rate. The short work week due to the holiday (and company staff taking additional time off to coincide with the holiday) put us behind on gathering and reviewing this information. With apologies for the delay, I will send this information separately next week.

Please let me know if you have any questions, and have a good weekend.

**Mark A. Whitt**

**whittsturtevant** LLP

The KeyBank Building  
88 E. Broad Street, Suite 1590  
Columbus, Ohio 43215  
614.224.3911 (direct)  
614.804.6034 (mobile)

[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)



**From:** [nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov) <[nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov)>  
**Date:** Friday, February 18, 2022 at 11:12 AM  
**To:** Brian Trombino <[btrombino@greenchoiceenergy.com](mailto:btrombino@greenchoiceenergy.com)>  
**Cc:** [Robert.Eubanks@OhioAGO.gov](mailto:Robert.Eubanks@OhioAGO.gov) <[Robert.Eubanks@OhioAGO.gov](mailto:Robert.Eubanks@OhioAGO.gov)>, Kyle Kern <[Kyle.Kern@OhioAGO.gov](mailto:Kyle.Kern@OhioAGO.gov)>, [Megan.DeLisi@puco.ohio.gov](mailto:Megan.DeLisi@puco.ohio.gov) <[Megan.DeLisi@puco.ohio.gov](mailto:Megan.DeLisi@puco.ohio.gov)>, Mark Whitt <[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)>, [Barbara.Bossart@puco.ohio.gov](mailto:Barbara.Bossart@puco.ohio.gov) <[Barbara.Bossart@puco.ohio.gov](mailto:Barbara.Bossart@puco.ohio.gov)>, [nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov) <[nedra.ramsey@puco.ohio.gov](mailto:nedra.ramsey@puco.ohio.gov)>  
**Subject:** PUCO Data Request 5

Good morning, Mr. Trombino:

Attached you will find a data request from Staff. We look forward to receiving the information by close of business, Friday, February 25. Please contact me if you have any questions.

**Nedra Ramsey**

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**Subject:** Re: 22-0441-GE-COI Data Request  
**Date:** Tuesday, June 21, 2022 at 4:35:31 PM Eastern Daylight Time  
**From:** Mark Whitt  
**To:** nedra.ramsey@puco.ohio.gov, Brian Trombino  
**CC:** Kyle.Kern@OhioAGO.gov, Robert.Eubanks@OhioAGO.gov, Barbara.Bossart@puco.ohio.gov  
**Attachments:** image003.png, image004.png, image005.png, image006.png

Nedra,

The company is not obligated to respond to Staff DRs at this stage of the proceeding and, based on my advice, will not be revisiting prior DRs or responses.

Rule 4901:1-24-04 requires the company to establish and maintain records and data sufficient to “support any investigation of customer complaints.” The company complied with this obligation throughout Staff’s investigation, and this included the production of records and answering questions about the same matters raised below. To the extent the company was unable to produce something Staff asked for, the company explained why. I would have thought that Staff’s decision to initiate a formal proceeding meant that Staff had everything it thought it needed, so I am surprised to be revisiting these DRs again.

In any case, Staff’s election to request a formal proceeding triggered OAC Chapter 4901:1-23, which states that enforcement proceedings are to be conducted in accordance with Chapter 4901-1. Chapter 4901-1 includes rules allowing parties to a proceeding to obtain information through discovery, but the rules exempt Staff from the definition of a “party” for discovery purposes. Consequently, the same rules that prevent Green Choice from serving discovery to Staff also prohibit Staff from serving discovery to Green Choice. (Staff’s data requests do not meet the formal requirements of a interrogatories or document requests in any event.) There is no basis for Staff to seek an order compelling Green Choice to perform a discovery obligation that does not exist.

Additionally, the Staff Report is supposed to represent the “report of investigation” and disclose Staff’s “findings.” To the extent Staff is seeking additional information to modify its report, findings, or recommendations, the data requests are improper for that reason as well.

Let me know if you have any questions or would like to discuss.

**Mark A. Whitt**

**whittsturtevant** LLP

The KeyBank Building  
88 E. Broad Street, Suite 1590  
Columbus, Ohio 43215  
614.224.3911 (direct)  
614.804.6034 (mobile)

[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)



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**From:** nedra.ramsey@puco.ohio.gov <nedra.ramsey@puco.ohio.gov>  
**Date:** Friday, June 17, 2022 at 3:41 PM  
**To:** Mark Whitt <whitt@whitt-sturtevant.com>, Brian Trombino <btrombino@greenchoiceenergy.com>  
**Cc:** Kyle.Kern@OhioAGO.gov <Kyle.Kern@OhioAGO.gov>, Robert.Eubanks@OhioAGO.gov <Robert.Eubanks@OhioAGO.gov>, Barbara.Bossart@puco.ohio.gov <Barbara.Bossart@puco.ohio.gov>  
**Subject:** 22-0441-GE-COI Data Request

Good afternoon,

Now that the case is open before the Commission, Staff would like to resolve the issue of our previous data request. This information is pertinent to our investigation, and it is the responsibility of RPA to have this information or knowledge even when they hire a third party to act on their behalf when marketing in Ohio. We would like to resolve the matter without having to bring it before the Commission. As requested on March 14, 2022, please provide the following:

1. In what file format are the recordings archived on the server?
2. And in what file format are they exported and sent to others?
3. How many file formats can you choose between to export to others or are they only saved one way and exported one way? Can you choose in what file format to send to others? Can you choose how they are saved or is it automatic?
4. What kind of access do the employees have to these recordings?
5. If all calls are recorded and logged (in real time) please provide a copy of those logs to verify the time (length) of the call that has been provided to compare to the real time of the recorded conversation?

Lastly, as conveyed previously, Staff has requested the sales call and third party-verification call for Sadia Dixon. We were provided with 2 third party-verification calls. Please provide the sales call. As I tried to explain, although one call's title implies that it is the sales call, if you play the call, you will hear that it is the third-party verification call. I have attached the file provided for your review.

I look forward to receiving the information by June 23, 2022.

Nedra Ramsey

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[REDACTED]  
CANTON, 33 44704

Account #: [REDACTED]

Dear [REDACTED],

On behalf of everyone at Green Choice Energy, we would like to thank you for participating in the Retail Choice Program and welcome you as our newest customer. We look forward to providing you with exceptional value and service.

Being a customer with us has never been better or easier:

- ☐ There is no change in delivery service
- ☐ There is no cost to enroll with Green Choice Energy
- ☐ You will receive only one bill from your Utility Company
- ☐ 100% of the electricity you purchase is matched with renewable energy credits generated from renewable energy sources in the United States which have been qualified as such by a regional or state RPS administrator
- ☐ 100% of the natural gas you purchase is matched with carbon offsets from projects certified under the Verified Carbon Standard
- ☐ Green Choice Energy's Tree Donation Promotion, Green Choice Energy will facilitate the planting of one (1) seedling tree by One Tree Planted, Inc. a verified 501(c)(3) non-profit registered charitable organization, at no cost to the customer.
- ☐ Begin using Green Choice Energy Rewards immediately after your first billing cycle

Your Utility Company will continue to provide your delivery services including meter readings, billing, and payments. You will continue to receive one bill from your Utility Company; our supply charges will be noted separately on that bill. In the event of an emergency, you Utility Company should still be contacted directly.

For access to your Green Choice Energy Rewards please visit [www.greenchoiceenergyrewards.com](http://www.greenchoiceenergyrewards.com).

Again, welcome to Green Choice Energy. If you have any questions, don't hesitate to contact one of our customer service representatives at 1-800-685-0960. We also invite you check to out our website at [www.greenchoiceenergy.com](http://www.greenchoiceenergy.com).

Welcome aboard!

Tanya Jackson

**Tanya Jackson**

Account Services





GREEN CHOICE ENERGY  
BETTER ENERGY. BETTER EARTH.

INTRODUCING...

## GREEN CHOICE ENERGY REWARDS

Congratulations! As a new Green Choice Energy customer, you're getting **\$50 in Reward Dollars every month!**

THAT'S \$600 IN REWARD DOLLARS A YEAR!

### Daily Giveaways



We Give Away A Gift Card Every Day!

### Local Deals



Over 330,000 Deals At Popular Local Shops

### Restaurants



Over 85,000 Deals At Name-Brand Restaurants

### Bonuses & Games



Pick to Win Prizes & Epic \$500 Giveaways

OVER  
**500,000**  
WAYS TO SAVE

### Online Shopping



Savings On Thousands Of Name-Brands

### Grocery Coupons



Grocery Coupons To Save Big At The Store

### Show & Save

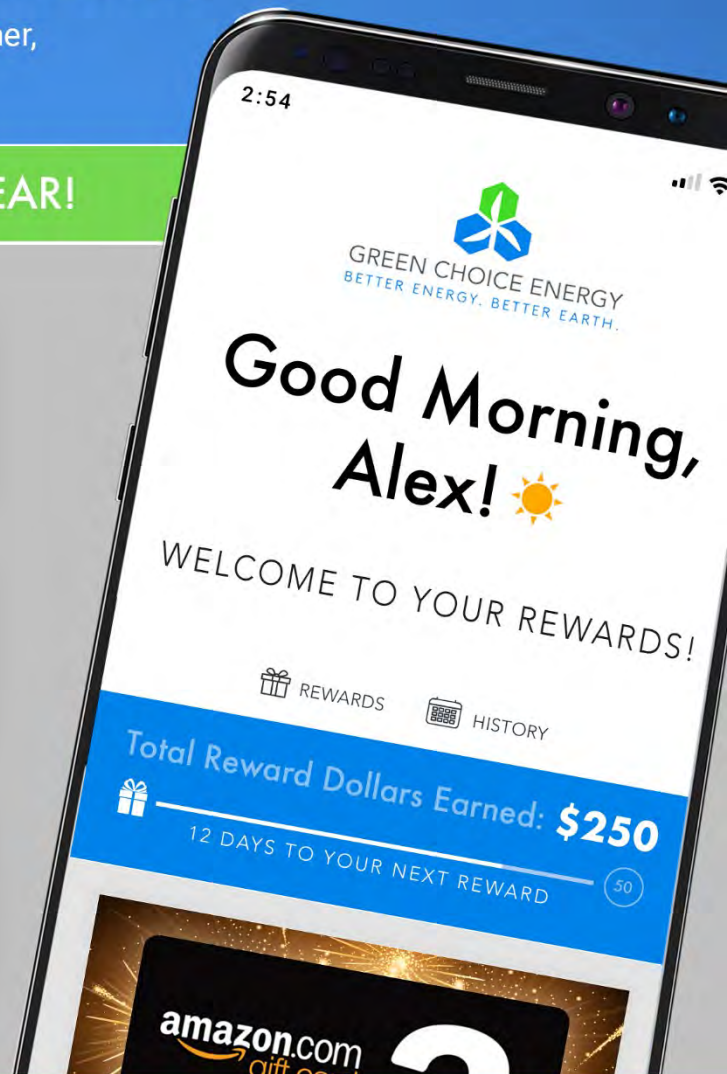


Show & Save On-The-Go Functionality

### Travel Options



Over 1,000,000 Popular Travel Options



### How to Get Started

Visit [greenchoiceenergyrewards.com](http://greenchoiceenergyrewards.com) and login using your credentials.



### How to Login

Your username is your phone number and your password is your zip code.

**Your Rewards Can Be Used to Save on Popular Brands Like...**



SONY



SUBWAY



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Staff Report  
1358





## 1 TREE PLANTED IN THE UNITED STATES

TREES HELP CLEAN THE AIR WE BREATHE, FILTER THE WATER WE DRINK, AND PROVIDE HABITAT TO OVER 80% OF THE WORLD'S TERRESTRIAL BIODIVERSITY. FORESTS PROVIDE JOBS TO OVER 1.6 BILLION PEOPLE, ABSORB HARMFUL CARBON FROM THE ATMOSPHERE, AND ARE KEY INGREDIENTS IN 25% OF ALL MEDICINES.

Customer Name: [REDACTED]

Date: 06-22-2021



**GREEN CHOICE ENERGY**  
BETTER ENERGY. BETTER EARTH.

**DATE**


YOU CHANGED THE WORLD

\*THIS CERTIFICATE WAS NOT PRESENTED TO YOU BY ONE TREE PLANTED, AND THEREFORE WE CANNOT GUARANTEE ANY TREES WERE PLANTED.

\*\*CUSTOMERS MUST REMAIN ENROLLED AND ACTIVE FOR ONE BILLING CYCLE FOR THE PLANTING TO OCCUR.

**Staff Report**  
**1359**



Electricity Supplier and Natural Gas Supplier Information	<div>RPA Energy, Inc., d/b/a Green Choice Energy Elec. Lic. No. IR-3696 Nat. Gas Lic. No. IR-3695 P.O. Box 1508 Huntington, NY 11743 info@greenchoiceenergy.com <a href="http://www.greenchoiceenergy.com">www.greenchoiceenergy.com</a> 800-685-0960</div> <div></div>	
Price Structure	<b>Electricity:</b> This is a Variable Price Agreement. The price you are charged for electricity supply will reflect the following factors: the cost of electricity obtained from the PJM Interconnection (including energy, capacity, prior period balancing, settlement, ancillaries), related transmission and distribution charges plus all applicable taxes, fees, charges or other assessments and Green Choice Energy's costs, expenses and margins, plus a monthly administrative service fee of \$5.00 per month.	<b>Natural Gas:</b> This is a Variable Price Agreement. The price that you will be charged for natural gas will vary from month to month and be based on the wholesale cost of natural gas from the NYMEX exchange (including commodity, capacity, storage and balancing), transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments and Green Choice Energy's costs, expenses and margins, plus a monthly administrative service fee of \$5.00 per month.
Supply Price	<b>Electricity:</b> Your electricity supply price for the first month will be <b>5.028 ¢</b> per kWh, plus a \$5 administrative fee.	<b>Natural Gas:</b> Your natural gas supply price for the first month will be <b>N/A</b> plus a \$5 administrative fee.
Statement Regarding Savings	The supply price may not provide a savings relative to the EDU or LDC supply price.	
Environmental attributes/Incentives	100% of the electricity you purchase is matched with renewable energy credits generated from renewable energy sources in the United States which have been qualified as such by a regional or state RPS administrator. As a customer of Green Choice Energy, you automatically qualify for our Power Perks Rewards Program.	100% of the natural gas you purchase is matched with carbon offsets from projects certified under the Verified Carbon Standard.
Contract Start Date	The contract will begin on the date your utility processes your enrollment with Green Choice Energy, in accordance with the utility's rules and procedures. Electricity enrollments are typically processed within three business days and natural gas enrollments are typically processed on the first day of the next month if the utility has received the enrollment request from Green Choice Energy at least 7 days before the first day of the next month.	
Contract Term/Length	Month-to-Month	
Cancellation/Early Termination Fees	You may cancel this agreement at any time without incurring a termination fee.	
Renewal	Upon completion of the Initial Term, this Agreement will automatically renew on the terms and conditions which Green Choice Energy will mail to you prior to expiration of the Initial Term.	

Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.

**GREEN CHOICE ENERGY**  
BETTER ENERGY. BETTER EARTH.**RPA ENERGY, INC. D/B/A GREEN CHOICE ENERGY**  
**OHIO ELECTRICITY AND NATURAL GAS SUPPLY**  
**VARIABLE PRICE CONTRACT TERMS AND CONDITIONS**

Customer Name: [REDACTED]	Single Bill: <input checked="" type="checkbox"/>
Address: [REDACTED]	Address cont'd: CANTON, OH, 44704
Contact Name: [REDACTED]	Contact Tel. #: [REDACTED]
Email: [REDACTED]	Date: 06-22-2021
Electric Utility (EDU): AEP Ohio	Electric Utility Account Number: [REDACTED]
Natural Gas Utility (LDC): N/A	Natural Gas Utility Account Number: N/A

By signing below, Customer agrees to the Terms and Conditions of Service, and authorizes RPA Energy Inc., d/b/a Green Choice Energy to complete the Customer's enrollment and initiate supply service.



**CUSTOMER ACKNOWLEDGEMENT:** The Customer understands that the Sales Representative is representing RPA Energy Inc., d/b/a Green Choice Energy and is not from the Utility. The Customer understands that by choosing RPA Energy Inc., d/b/a Green Choice Energy as their supplier, the Utility will continue to deliver the Customer's electric and/or natural gas supply, read the Customer's meter, bill the Customer and respond to any emergencies. The Customer is the account holder or is authorized to make account decisions. I understand that I have the right to rescind this enrollment as explained in the Terms and Conditions.

**IN WITNESS WHEREOF,** Customer and RPA Energy Inc., d/b/a Green Choice Energy have caused this Agreement to be executed as of the date set forth below.

**Customer Signature****Customer Print Name/Title****06-22-2021****Date****Sales Representative Signature****Jamal Curry****Sales Representative Print Name****MBM083****Sales Representative ID #**

TPV Confirmation #



## TERMS AND CONDITIONS

These Terms and Conditions between RPA Energy, Inc., d/b/a Green Choice Energy ("Green Choice Energy"), a competitive retail electricity and natural gas supplier, and the undersigned customer ("Customer" or "You") apply to your electricity generation and/or natural gas service. These Terms and Conditions, along with the accompanying Contract Summary, are the "Agreement." Green Choice Energy's PUCO certificate number for electricity supply is 16-1129E (2) and for natural gas supply is 16-532G (1).

### 1. Agreement to Supply Electricity and/or Natural Gas.

Green Choice Energy agrees to sell and facilitate delivery of the quantity of electricity or natural gas necessary to meet Customer's requirements based upon consumption data obtained by Green Choice Energy from Customer's Electric Distribution Utility (EDU) or Natural Gas Local Distribution Company (LDC). The EDU will continue to deliver the electricity supplied by Green Choice Energy, and the LDC will continue to deliver the natural gas supplied by Green Choice Energy.

**2. Coordination with EDU/LDC.** You will continue to receive your bill from your EDU for all electricity supply and delivery charges and one bill from your LDC for all natural gas supply and delivery charges. Your EDU and/or LDC will continue to provide all emergency repairs and services. Green Choice Energy is not affiliated with and does not represent your EDU or LDC. In the event of an electricity and/or natural gas emergency or service interruption, contact your EDU or LDC.

**3. Right of Rescission** - Your EDU and/or LDC will send you a notice to confirm your choice of Green Choice Energy. You may cancel your Agreement with no penalty within seven calendar days after your EDU or LDC sends your enrollment confirmation by contacting your EDU or LDC.

**4. Term** - This Agreement shall commence as of the date enrollment with Green Choice Energy is deemed effective by the EDU and/or LDC and shall continue on a month-to-month basis until terminated by either party. Customer may terminate this agreement at any time with no fee or penalty.

**5. Price** - This is a variable price agreement. The price you are charged for electricity supply will reflect the following factors: the cost of electricity obtained from the PJM Interconnection (including energy, capacity, prior period balancing, settlement, ancillaries), related transmission and distribution charges plus all applicable taxes, fees, charges or other assessments and Green Choice Energy's costs, expenses and margins. The price that you will be charged for natural gas will vary from month to month and be based on the wholesale cost of natural gas from the NYMEX exchange (including commodity, capacity, storage and balancing), transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments and Green Choice Energy's costs, expenses and margins. In addition to the volumetric rate for electricity or natural gas, the Customer will be charged a monthly administrative service fee of \$5.00 per month. Our price does not include EDU or LDC charges. There is no cap on your variable prices for electricity or natural gas, and there is no limit on how much the prices may increase or decrease from one billing cycle to the next.

**6. Billing and Payment** - Customer will receive a single bill from the EDU and/or LDC, which will include both the EDU/LDC delivery charges and Green Choice Energy's supply charges. Your EDU and LDC maintains the right to charge late fees or terminate service for any unpaid utility or supplier charges, pursuant to the regulations of the PUCO. Billing cycle is at a minimum 25 days. Green Choice Energy does not offer budget

billing for the supply portion of the bill.

**7. Delivery Point, Title, and Taxes** – All electricity and/or natural gas sold pursuant to this Agreement shall be delivered to a location (“Point of Delivery”), which shall constitute the point at which the sale occurs and title to the energy or gas passes to You from us. Customer will be liable for and pay all taxes or surcharges which are imposed with respect to the sale of electricity and natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with Green Choice Energy.

**8. Cancellation**- Customer may terminate this Agreement by contacting the Green Choice Energy Customer Service Department at 1-800-685-0960 between 9:00 a.m. – 5 p.m. ET Monday–Friday (Hours subject to change); by writing to us at: RPA Energy Inc., d/b/a Green Choice Energy, PO Box 1508, Huntington NY 11743; or by e-mailing us at [info@greenchoicenergy.com](mailto:info@greenchoicenergy.com). Green Choice Energy may cancel this Agreement at any time, for any reason, upon providing 14 days written notice to Customer.

**9. Entire Agreement** - This Agreement, and any attached enrollment forms or Contract Summary, make up the entire Agreement between Customer and Green Choice Energy. Green Choice Energy makes no representations other than those expressly set forth in this Agreement. Green Choice Energy provides no warranties, express or implied, statutory, or otherwise, and Green Choice Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**10. Force Majeure** - In the event that either party is rendered unable, wholly or in part, to perform that party’s obligations under this Agreement due to events not reasonably anticipated or within either party’s control, such as, but not limited to, acts of God, curtailment by Customer’s EDU or LDC, etc., the Parties agree that such nonperformance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming

party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity or natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**11. Liability** - Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. All other remedies at law or in equity are hereby waived. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims, lost profits or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise any cause of action or claim for any liability, arising from a breach of this Agreement.

**12. Dispute Resolution** - In the event of a dispute or a disagreement involving Green Choice Energy’s service, Customer should contact Green Choice Energy at 1-800-685-0960 between 9:00 a.m. – 5 p.m. ET Monday–Friday (Hours subject to change); by writing to us at: **RPA Energy Inc., d/b/a Green Choice Energy**, PO Box 1508, Huntington NY 11743; **Web** [www.greenchoicenergy.com](http://www.greenchoicenergy.com). If your complaint is not resolved, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Office of Ohio Consumers’ Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**13. Assignment** - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Green Choice Energy’s prior written consent. We may, upon thirty days prior notice and without your

consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement any other approved supplier authorized by the PUCO. This Agreement shall be binding on each party's successors and legal assigns.

**14. Governing Law** - This Agreement is governed by the laws of the state of Ohio. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this agreement or the services to be provided hereunder.

**15. WAIVER OF JURY TRIAL.** THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

**16. Measurement** - Both Parties agree to accept for purposes of accounting for quantity, quality and measurement of electricity as supplied and reported by the EDU and/or LDC.

**17. Severability** - If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**18. Delay or Failure to Exercise Rights** - No partial performance, delay or failure on our part in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**19. Taxes and Laws** - Except as otherwise provided in this Agreement or by law, all taxes due and payable shall be paid by the Customer. Any lawful tax exemption

will only be recognized on a prospective basis from the date that you provide valid tax-exemption certificates to us.

**20. Environmental Disclosures** - Information regarding the generation sources and environmental characteristics of the electricity supplied by Green Choice Energy is available at [www.greenchoiceenergy.com](http://www.greenchoiceenergy.com). "Renewable" energy refers to energy that is generated from renewable sources, such as solar, wind, water or biomass. Green Choice Energy will ensure that 100% of the customer's electricity usage is matched with renewable energy certificates or renewable energy attributes. Green Choice Energy shall have up to 24 months from the end of each calendar year to address any deficiency that may have arisen in the renewable content of electricity sold under this Agreement during such calendar year. Green Choice Energy's carbon neutral natural gas products offset the carbon dioxide footprint of your natural gas usage, as determined in Verified Carbon Units ("VCUs"). Each VCU represents a reduction or removal of one ton of carbon dioxide equivalent ("CO<sub>2</sub>e") achieved by a project, which is certified under the Verified Carbon Standard ("VCS"). The VCS is the world's most widely recognized voluntary greenhouse gas program as it sets rigorous standards that projects must meet. Once certified with the VCS, the project is issued a VCU for every ton of CO<sub>2</sub>e that is reduced/removed. These VCUs are then created, tracked, and retired within the Verra Registry. Green Choice Energy's carbon-neutral natural gas offerings are all backed by projects that have been certified under the VCS.

#### Contact Information

**Supplier Information:** RPA Energy Inc., d/b/a Green Choice Energy, 1-800-685-0960 between 9:00 a.m. – 5 p.m. ET Monday–Friday (Hours subject to change); by writing to us at: RPA Energy Inc., d/b/a Green Choice Energy, PO Box 1508, Huntington NY 11743; **Web** [www.greenchoiceenergy.com](http://www.greenchoiceenergy.com)



Date of Transaction 06-22-2021

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, to Green Choice Energy, P.O. BOX 1508 Huntington, NY 11743, not later than midnight of 06-25-2021.

I hereby cancel this transaction. Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Notice of Cancellation

Date of Transaction 06-22-2021

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, to Green Choice Energy, P.O. BOX 1508 Huntington, NY 11743 not later than midnight of 06-25-2021.

I hereby cancel this transaction. Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document was filed on the Commission's DIS and a courtesy copy served by electronic mail this 30th day of September, 2022 to the following individuals:

[angela.obrien@occ.ohio.gov](mailto:angela.obrien@occ.ohio.gov)  
[ambrosia.wilson@occ.ohio.gov](mailto:ambrosia.wilson@occ.ohio.gov)  
[Robert.Eubanks@OhioAGO.gov](mailto:Robert.Eubanks@OhioAGO.gov)  
[Rhiannon.Plant@OhioAGO.gov](mailto:Rhiannon.Plant@OhioAGO.gov)

Attorney Examiners:  
[Jesse.davis@puco.ohio.gov](mailto:Jesse.davis@puco.ohio.gov)

*/s/ Mark A. Whitt*

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Mark A. Whitt

*Attorney for RPA Energy Inc. d/b/a Green Choice  
Energy*

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**9/30/2022 3:56:50 PM**

**in**

**Case No(s). 22-0441-GE-COI**

Summary: Testimony Direct Testimony of Brian Trombino electronically filed by Ms.  
Valerie A. Cahill on behalf of RPA Energy Inc., d/b/a Green Choice Energy