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**VIA E-FILING AND FIRST CLASS MAIL**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Pennsylvania Public Utility Commission, Bureau of Investigation and  
Enforcement v. HIKO Energy, LLC, Docket No. C-2014-2431410**

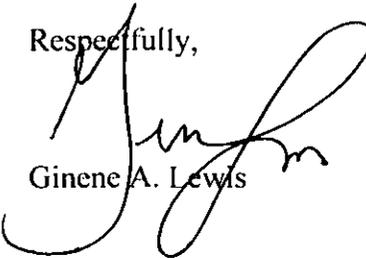
CALIFORNIA  
DELAWARE  
ILLINOIS  
NEW JERSEY  
NEW YORK  
PENNSYLVANIA  
WASHINGTON D.C.  
WISCONSIN

Dear Secretary Chiavetta:

On behalf of HIKO Energy, LLC, I have enclosed HIKO's Answer to the Complaint in the above-referenced matter. Copies have been served on the parties of record in accordance with the Certificate of Service.

Should you have any questions, please do not hesitate to contact me.

Respectfully,



Ginene A. Lewis

GAL

Enclosures

cc: Per Certificate of Service

RECEIVED  
2014 AUG -4 AM 10:35  
PA.P.U.C.  
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission,  
Bureau of Investigation and Enforcement,

Complainant

v.

HIKO ENERGY, LLC,

Respondent

Docket No. C-2014-2431410

**ANSWER TO COMPLAINT**

Pursuant to 52 Pa. Code. §5.61(a), HIKO Energy, LLC (“HIKO”), by and through its undersigned attorneys, hereby submits its Answer and Affirmative Defenses in the above-captioned proceeding and responds to the correspondingly numbered paragraphs of the Complaint filed by the Pennsylvania Public Utility Commission, through the Bureau of Investigation and Enforcement, as follows:

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SECRETARY'S BUREAU

1. The allegations of Paragraph 1 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 1.

2. Denies the allegations of Paragraph 2, except states that (i) according to information available to HIKO, Michael L. Swindler, Stephanie T. Wimer, and Wayne T. Scott are Complainants' attorneys, and (ii) the allegations in the first sentence constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of the first sentence of Paragraph 2.

3. Admitted.

4. Admitted. The allegations of footnote 1 constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of footnote 1.

5. The allegations of Paragraph 5 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 5.

6. The allegations of Paragraph 6 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 6, except states that as a responsible company, HIKO seeks to comply with all applicable rules, regulations, and laws.

7. The allegations of Paragraph 7 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 7.

8. The allegations of Paragraph 8 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 8.

9. The allegations of Paragraph 9 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 9.

10. Denies the allegations of Paragraph 10, except states that (i) HIKO was granted approval to offer, render, furnish or supply electric generation services in Pennsylvania, (ii) HIKO began enrolling customers in electric distribution company service territories of Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, and PPL Electric Utilities on December 31, 2012, and (iii) HIKO began enrolling customers in service territories of West Penn Power and Pennsylvania Electric Company on August 15, 2013.

11. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Complaint, and therefore denies same, except states that HIKO was aware of, and responded to requests concerning, an informal investigation during the spring of 2014.

12. Denies the allegations of Paragraph 12, except admits that I&E served and HIKO, through counsel and in good faith, responded to I&E data requests in addition to informal requests for information. HIKO is without knowledge and information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 12 of the Complaint.

13. Denies the allegations of Paragraph 13, except states that, until in or about January 2104, HIKO marketed a variable rate plan to residential customers in areas of Pennsylvania.

14. Denies the allegations of Paragraph 14, except (i) states that, until in or about January 2104, HIKO marketed a variable rate plan to residential customers in areas of Pennsylvania and that a variable rate plan that HIKO marketed in Pennsylvania for a period of time included pricing for an introductory period; and (ii) refers to its customer enrollment materials for the terms thereof.

15. Denies the allegations of Paragraph 15, except (i) states that, until in or about January 2104, HIKO marketed a variable rate plan to residential customers in areas of Pennsylvania (including areas serviced by Duquesne, Met-Ed, PECO, Penelec, PPL, and West Penn as those terms are defined in the Complaint) and that a variable rate plan that HIKO marketed in Pennsylvania for a period of time included pricing for an introductory period; and (ii) refers to its customer enrollment materials for the terms thereof.

16. The Welcome Letter referenced in Paragraph 16 of the Complaint speaks for itself and therefore no response is required. To the extent a response is required, HIKO refers to the full and complete language set forth in the Welcome Letter.

17. The Disclosure Statement referenced in Paragraph 17 of the Complaint speaks for itself and therefore no response is required. To the extent a response is required, HIKO refers to the full and complete language set forth in the Disclosure Statement. HIKO further states that the averments of footnote 2 constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of footnote 2, except states that HIKO provided documents to I&E, including disclosure statements and welcome letters marked as "confidential."

18. Denies the allegations of Paragraph 18, except states that, (i) until January 2104, HIKO marketed a variable rate plan in areas of Pennsylvania and (ii) customers who had an

introductory rate were automatically enrolled in HIKO's standard variable rate once the introductory period expired.

19. Denies the allegations of Paragraph 19 except admits that during the winter of 2013-2014 the polar vortex brought unprecedented and unforeseen increases in the price of electric power.

20. Denies the allegations of Paragraph 20 of the Complaint, except states that it provided data responses to formal and informal requests by Complainants, that some of its customers received bills during the period of January, 2014 to April, 2014, that exceeded the PTC, and that HIKO already reimbursed a substantial number of customers and is in the process of reimbursing additional amounts.

21. Denies the allegations of Paragraph 21 and refers to the contents of the quoted document or documents for the full and complete terms thereof.

22. Denied, and refers to its customer enrollment materials and invoices for the contents thereof.

23. The allegations of Paragraph 23 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 23.

24. Denies the allegations of Paragraph 24, except states that certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC *and refers to the invoices and customer enrollment materials for the contents thereof.*

25. Denies the allegations of Paragraph 25, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January sent to HIKO customers included rates that were higher

than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

26. Denies the averments of Paragraph 26, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

27. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Complaint, and therefore denies same.

28. The allegations of Paragraph 28 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 28.

29. Denies the allegations of Paragraph 29, except states that certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

30. Denies the allegations of Paragraph 30, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

31. Denies the averments of Paragraph 31, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the

extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

32. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of the Complaint, and therefore denies same.

33. The allegations of Paragraph 33 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 33.

34. Denies the allegations of Paragraph 34, except states that certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

35. Denies the allegations of Paragraph 35, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

36. Denies the averments of Paragraph 36, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were

higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

37. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of the Complaint, and therefore denies same.

38. The allegations of Paragraph 38 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 39.

39. Denies the allegations of Paragraph 39, except states that certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

40. Denies the allegations of Paragraph 40, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly

residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

41. Denies the averments of Paragraph 41, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

42. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of the Complaint, and therefore denies same.

43. The allegations of Paragraph 43 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 43.

44. Denies the allegations of Paragraph 44, except states that certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

45. Denies the allegations of Paragraph 45, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

46. Denies the averments of Paragraph 46, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

47. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47 of the Complaint, and therefore denies same.

48. The allegations of Paragraph 48 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 48.

49. Denies the allegations of Paragraph 49, except states that certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

50. Denies the allegations of Paragraph 50, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

51. Denies the averments of Paragraph 51, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly

residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

52. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 of the Complaint, and therefore denies same.

53. The allegations of Paragraph 53 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 53.

54. Denies the allegations of Paragraph 54, except states that certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

55. Denies the allegations of Paragraph 55, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

56. Denies the averments of Paragraph 56, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

57. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of the Complaint, and therefore denies same.

58. The allegations of Paragraph 58 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 58.

59. Denies the allegations of Paragraph 59, except states that certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

60. Denies the allegations of Paragraph 60, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents

thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

61. Denies the averments of Paragraph 61, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

62. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of the Complaint, and therefore denies same.

63. The allegations of Paragraph 63 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 63.

64. Denies the allegations of Paragraph 64, except states that certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

65. Denies the allegations of Paragraph 65, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

66. Denies the averments of Paragraph 66, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the

extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

67. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67 of the Complaint, and therefore denies same.

68. The allegations of Paragraph 68 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 68.

69. Denies the allegations of Paragraph 69, except states that certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

70. Denies the allegations of Paragraph 70, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

71. Denies the averments of Paragraph 71, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were

higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

72. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 72 of the Complaint, and therefore denies same.

73. The allegations of Paragraph 73 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 73.

74. Denies the allegations of Paragraph 74, except states that certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

75. Denies the allegations of Paragraph 75, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly

residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

76. Denies the averments of Paragraph 76, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

77. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 of the Complaint, and therefore denies same.

78. The allegations of Paragraph 78 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 78.

79. Denies the allegations of Paragraph 79, except states that certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

80. Denies the allegations of Paragraph 80, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

81. Denies the averments of Paragraph 81, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

82. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 82 of the Complaint, and therefore denies same.

83. The allegations of Paragraph 83 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 83.

84. Denies the allegations of Paragraph 84, except states that certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

85. Denies the allegations of Paragraph 85, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

86. Denies the averments of Paragraph 86, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly

residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

87. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 87 of the Complaint, and therefore denies same.

88. The allegations of Paragraph 88 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 88.

89. Denies the allegations of Paragraph 89, except states that certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

90. Denies the allegations of Paragraph 90, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

91. Denies the averments of Paragraph 91, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

92. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 92 of the Complaint, and therefore denies same.

93. The allegations of Paragraph 93 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 93.

94. Denies the allegations of Paragraph 94, except states that certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

95. Denies the allegations of Paragraph 95, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents

thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

96. Denies the averments of Paragraph 96, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

97. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 97 of the Complaint, and therefore denies same.

98. The allegations of Paragraph 98 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 98.

99. Denies the allegations of Paragraph 99, except states that certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

100. Denies the allegations of Paragraph 100, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

101. Denies the averments of Paragraph 101, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the

extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

102. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 102 of the Complaint, and therefore denies same.

103. The allegations of Paragraph 103 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 103.

104. Denies the allegations of Paragraph 104, except states that certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

105. Denies the allegations of Paragraph 105, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

106. Denies the averments of Paragraph 106, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher

than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

107. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 107 of the Complaint, and therefore denies same.

108. The allegations of Paragraph 108 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 108.

109. Denies the allegations of Paragraph 109, except states that certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

110. Denies the allegations of Paragraph 110, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly

residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

111. Denies the averments of Paragraph 111, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of January 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

112. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 112 of the Complaint, and therefore denies same.

113. The allegations of Paragraph 113 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 113.

114. Denies the allegations of Paragraph 114, except states that certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

115. Denies the allegations of Paragraph 115, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

116. Denies the averments of Paragraph 116, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of February 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

117. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 117 of the Complaint, and therefore denies same.

118. The allegations of Paragraph 118 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 118.

119. Denies the allegations of Paragraph 119, except states that certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

120. Denies the allegations of Paragraph 120, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

121. Denies the averments of Paragraph 121, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of March 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly

residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

122. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 122 of the Complaint, and therefore denies same.

123. The allegations of Paragraph 123 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 123.

124. Denies the allegations of Paragraph 124, except states that certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof.

125. Denies the allegations of Paragraph 125, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the difficulties of this past winter, HIKO has afforded savings to Pennsylvania customers.

126. Denies the averments of Paragraph 126, except states that due to anomalous and unforeseen market forces beyond HIKO's control during the winter of 2013 and 2014, certain electric bills for the month of April 2014 sent to HIKO customers included rates that were higher than the PTC and refers to the invoices and customer enrollment materials for the contents thereof. HIKO further states that it has already fully refunded a number of customers and is in the process of refunding others. Moreover, for customers who were eligible under, and opted for, HIKO's "one month free" program, HIKO paid the generation portion of their monthly residential electric bill, which for some customers included the same 2014 bills that are the subject of this action. HIKO further states that, except for the limited time period caused by the extraordinary and unforeseen market conditions of this past winter, HIKO has afforded savings to Pennsylvania customers.

127. HIKO is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 127 of the Complaint, and therefore denies same.

128. The allegations of Paragraph 128 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 128.

129. The allegations of Paragraph 129 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 129.

130. The allegations of Paragraph 130 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 130.

131. The allegations of Paragraph 131 of the Complaint constitute legal conclusions to which no response is required. To the extent a response is required, HIKO denies the allegations of Paragraph 131.

**NEW MATTER**

1. Complainant cannot enforce regulations against HIKO that are inherently vague, ambiguous and susceptible to multiple interpretations.

2. Complainant seeks the same relief as that requested by the Commonwealth of Pennsylvania, through the Bureau of Consumer Protection, in a prior complaint [Case No. C-2014-2427652], and accordingly Complainant's claims are barred by the doctrine of *lis pendens*.

3. Complainant cannot allege that HIKO's Disclosure Statement violated the Commission's requirements because the Commission reviewed and approved HIKO's Disclosure Statement.

4. The Commission lacks authority to regulate prices under variable rate agreements like those used by HIKO.

5. HIKO's Disclosure Statement accurately disclosed rate and pricing information.

6. HIKO's prices conformed to its Disclosure Statement and, to the extent that for a limited period they did not, any non-conformance was due to unforeseen and anomalous causes beyond HIKO's control, including the polar vortex in the winter of 2013 and 2014.

7. HIKO did not engage in deceptive or misleading conduct and took prompt action to investigate and, if necessary, remedy any such conduct.

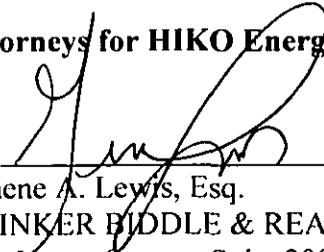
8. To the extent the Complaint seeks relief encompassing customers with whom HIKO has settled their Formal Complaints, such customers' invoices cannot be the basis of any allegations against HIKO.

9. The Commission lacks authority to order restitution to HIKO customers.
10. To the extent HIKO has made refunds to its customers, Complainant may not seek restitution.
11. To the extent it may be determined that any violation(s) occurred, the Complainant's requested relief is grossly disproportionate to said violation(s).

WHEREFORE, HIKO denies that it has violated Pennsylvania law and Pennsylvania Public Utility Commission orders and regulations and requests that judgment be entered in its favor and against Complainants.

**Dated: July 31, 2014**

**Attorneys for HIKO Energy, LLC**

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COMMONWEALTH OF PENNSYLVANIA

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

PENNSYLVANIA PUBLIC UTILITY  
COMMISSION, BUREAU OF  
INVESTIGATION AND  
ENFORCEMENT,

Docket No. C-2014-2431410

Complainant

v.

HIKO ENERGY, LLC.

Respondent.

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VERIFICATION

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I, Shevy Simins, holding the title of Regulatory Supervisor with HIKO Energy, LLC, verify that the factual allegations contained in the foregoing Answer are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.

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Dated: 7/31/2014



\_\_\_\_\_  
Shevy Simins  
Regulatory Supervisor  
HIKO Energy, LLC

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**COMMONWEALTH OF PENNSYLVANIA**

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,  
Bureau of Investigation and Enforcement,

Complainant

v.

HIKO ENERGY, LLC,

Respondent

**Docket No. C-2014-2431410**

**CERTIFICATE OF SERVICE**

I, Ginene A. Lewis, hereby certify that on this day I caused a true and correct copy of the foregoing Answer to be served upon the parties of record in this proceeding in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a participant).

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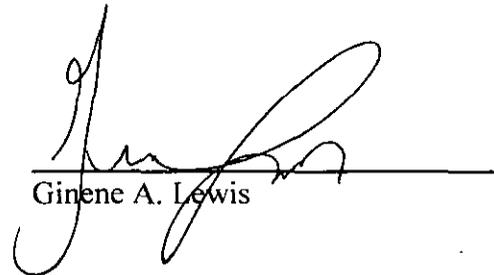
**VIA FIRST CLASS MAIL AND E-MAIL**

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Hon. Joel Cheskis  
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Dated: July 31, 2014

  
Ginene A. Lewis

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From  
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Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
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