

Buchanan Ingersoll & Rooney PC

Karen O. Moury

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February 11, 2016

VIA HAND DELIVERY

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Christine Wright v. PECO Energy Company and Commerce Energy, Inc.;
Docket No. F-2015-2517134

Dear Secretary Chiavetta:

On behalf of Commerce Energy, Inc., enclosed for filing is the Motion of Commerce Energy, Inc. for Summary Judgment, in the above-captioned matter.

Copies have been served on all parties as indicated in the attached Certificate of Service.

Very truly yours,



Karen O. Moury

KOM/bb
Enclosure

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SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Administrative Law Judge Angela Jones

NOTICE TO PLEAD

TO: Christine Wright
924 Rocklyn Road
Springfield, PA 19064

Shawane L. Lee
PECO Energy Company
Exelon Business Services
2301 Market Street, S23-3
Philadelphia, PA 19101

Pursuant to 52 Pa. Code § 5.101(b), you are hereby notified to file a written response to the enclosed Motion of Commerce Energy, Inc. for Summary Judgment within twenty (20) days from the date of service of this notice. If you do not file a written response denying the enclosed Motion for Summary Judgment within twenty (20) days of service, the Pennsylvania Public Utility Commission (Commission) may rule on this Motion without further input.

File with:

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

With a copy to:

Karen O. Moury
Buchanan Ingersoll & Rooney, PC
409 North Second Street
Suite 500
Harrisburg, PA 17101

Dated: February 11, 2016



Karen O. Moury, Esq.

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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SECRETARY'S BUREAU

CHRISTINE WRIGHT

v.

PECO ENERGY COMPANY &
COMMERCE ENERGY, INC.

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Docket No. F-2015-2517134

MOTION OF COMMERCE ENERGY, INC. FOR SUMMARY JUDGMENT

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE ANGELA JONES:

Commerce Energy, Inc. (“Commerce Energy”), by and through its counsel, Karen O. Moury, and Buchanan Ingersoll & Rooney PC, files this Motion for Summary Judgment (“Motion”), pursuant to Section 5.102(a) of the Pennsylvania Public Utility Commission’s (“Commission”) regulations, 52 Pa. Code § 5.102(a), and in connection therewith avers as follows:

I. Introduction and Background

1. Commerce Energy is an electric generation supplier (“EGS”) licensed by the Commission since September 15, 1999 at Docket No. A-110117 to supply electric generation services to the public in the Commonwealth of Pennsylvania. Commerce Energy is also a natural gas supplier (“NGS”) licensed by the Commission since May 19, 2005 at Docket No. A-125138 to furnish natural gas supply services to the public within the service territory of PECO Energy Company (“PECO”) in the Commonwealth of Pennsylvania.

2. On December 8, 2015, Ms. Christine (Polegato) Wright (“Complainant”) filed a Formal Complaint against PECO and Commerce Energy, alleging that she had enrolled with Commerce Energy on December 18, 2014 and that her PECO bills were incorrect from the time

of the enrollment until she terminated service with Commerce Energy on March 22, 2015. She further alleged that the billing breakdown sent to her by Commerce Energy does not match the charges on her PECO bills. The Complainant requested a review of the charges billed by Commerce Energy during the period from December 18, 2014 through March 22, 2015.

3. On January 22, 2016, Commerce Energy filed an Answer to the Complaint denying any wrongdoing and specifically averring that it properly charged the Complainant in accordance with the terms and conditions of the supply contract she signed on November 24, 2014, which was confirmed through a recorded verification call on the same date.¹ The Answer requested that the Commission dismiss the Complaint without prejudice.

4. Commerce Energy is filing this Motion for Summary Judgment to request dismissal of the Complaint on the basis of the following: (i) the Complainant signed a contract on November 24, 2014 for a three-year fixed program at the rates of \$0.719 per ccf for natural gas service and \$0.1079 per kWh for electric generation service; (ii) these terms of service were confirmed during a recorded verification call conducted on the same date; (iii) Commerce Energy charged the Complainant the rates of \$0.719 per ccf for natural gas service and \$0.1079 per kWh for electric generation service in accordance with the contract;² and (iv) the Commission lacks jurisdiction to regulate EGS and NGS prices.

5. As shown by the Affidavit and accompanying exhibits, Commerce Energy charged the Complainant rates of \$0.719 per ccf for natural gas service and \$0.1079 per kWh for electric generation service in accordance with the contract signed by the Complainant on

¹ By cover letter accompanying the Answer, Commerce Energy requested that the Commission accept its late-filed Answer because Commerce Energy did not receive the Complaint, which was mailed to an incorrect address, until after requesting it from the Commission upon being electronically served with the Hearing Notice on January 14, 2016.

² These issues are addressed in the sworn Affidavit of Gary Chism, Corporate and Consumer Relations Specialist for Commerce Energy, which is fully incorporated herein and includes the contract (Exhibit A); the recording of the verification call (Exhibit B); the billing information (Exhibit C); and the Bureau of Consumer Services' ("BCS") Closing Report (Exhibit D).

November 24, 2014 and as confirmed during the recorded verification on the same date. These rates were charged for the entire period of service commencing on December 18, 2014 and ending on February 26, 2015 (electric generation service) and March 22, 2015 (natural gas supply service). Indeed, even the PECO bills attached to the Complaint show that Commerce Energy charged the Complainant the rates set forth in the contract.³

6. Because the pleadings, including the attached Affidavit, demonstrate that there is no genuine issue of fact, Commerce Energy respectfully requests that the Commission grant this Motion and dismiss the Complaint with prejudice.

7. In the alternative, Commerce Energy requests that it be permitted to participate telephonically in the hearing, which is scheduled for March 16, 2016 at 10:00 in Philadelphia, Pennsylvania. At a minimum, Commerce Energy requests that its witness, who would otherwise be required to travel from Houston, Texas, be permitted to offer telephonic testimony with Commerce Energy's counsel present in the hearing room.

II. Argument

A. Summary Judgment Standard

8. The Commission's Rules of Administrative Practice and Procedure permit parties to file preliminary motions. 52 Pa. Code §§ 5.101-103. Specifically, the Commission's regulations at 52 Pa. Code § 5.102(a) permit any party to move for summary judgment after the pleadings are closed, but within such time as not to delay a hearing.⁴ A motion for summary judgment must be based on the pleadings, depositions, answers to interrogatories, admissions

³ Complaint ¶ 4 (bills dated February 24, 2015 and March 24, 2015).

⁴ With the Complainant having twenty days to respond to this Motion, the Complainant's Answer is due on March 2, 2016, which is two weeks prior to the scheduled hearing. Commerce Energy would not oppose a continuance of the hearing if the ALJ requires more time to consider the Motion. Alternatively, Commerce Energy is prepared to move forward with the hearing on March 16, 2016 and move for dismissal of the Complaint at the appropriate time during the hearing on the same grounds as set forth in this Motion.

and supporting affidavits. 52 Pa. Code § 5.102(c). The presiding officer must grant a motion for summary judgment if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law. 52 Pa. Code § 5.102(d)(1).

9. Summary judgment is properly granted where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. *Pennsylvania State Univ. v. County Of Centre*, 532 Pa. 142, 144 - 145, 615 A.2d 303, 304 (1992).

10. In the case of a motion for summary judgment, the moving party bears the burden of showing that no genuine issue of material fact exists and that it is entitled to a judgment as a matter of law. The Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. *First Mortgage Co. of Pennsylvania v. McCall*, 459 A.2d 406 (Pa. Super. 1983); *Mertz v. Lakatos*, 381 A.2d 497 (Pa. Cmwlth. 1978). All doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *Thomson Coal Company v. Pike Coal Company*, 412 A.2d 466 (Pa. 1979). Summary judgment will be granted only where the right is clear and free from doubt.

11. The non-moving party in a motion for summary judgment must allege facts showing that an issue for trial exists. *Stover v. The UGI PennTelephone Co. of Pennsylvania*, Docket No. C-00923833 (Order entered July 21, 1992). The Commission has interpreted 52 Pa. Code Section 5.102(c) in conformity with Rule 1035 (now Rule 1035.1) of the Pennsylvania Rules of Civil Procedure. *South River Power Partners, L.P. v. West Penn Power Company*,

Docket No. C-00935287 (Order entered November 6, 1996). In civil practice, a non-moving party may not rely solely upon denials in its pleadings, but must submit some materials to establish that a genuine issue of material fact exists. *Nicastro v. Cuyler*, 467 A.2d 1218 (Pa. Cmwlth. 1983); *Pennsylvania Gas & Water Co. v. Nenna & Frain, Inc.*, 467 A.2d 330 (Pa. Super. 1983); *Geriot v. Council of Borough of Darby*, 457 A.2d 202 (Pa. Cmwlth. 1983); *see also*, Pa. R.C.P. 1035.3, providing that “[s]ummary judgment may be entered against the non-moving party who does not respond.” Pa. R.C.P. 1035.3(d).

12. The provision at 52 Pa. Code § 5.102(c) serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of a case exists, a hearing is unnecessary. 66 Pa. C.S. § 703(a); *Lehigh Valley Power Committee v. Pa. P.U.C.*, 563 A.2d 557 (Pa. Cmwlth. 1989); *S.M.E. Bessemer Cement, Inc. v. Pa. P.U.C.*, 540 A.2d 1006 (Pa. Cmwlth. 1988); *White Oak Borough Authority v. Pa. P.U.C.*, 103 A.2d 502 (Pa. Super. 1954).

B. No Genuine Issue Of Material Fact Exists

13. A review of the pleadings, as supplemented by the Affidavit accompanying this Motion, demonstrates that no genuine issue of material fact exists and that a hearing is unnecessary.

14. The Complainant enrolled with Commerce Energy on November 24, 2014. At the time of enrollment, the Complainant signed a contract for a three-year fixed program at the rates of \$0.719 per ccf for natural gas service and \$0.1079 per kWh for electric generation service.⁵

15. The terms of service set forth in the contract were confirmed during a recorded verification call with the Complainant conducted on November 24, 2014.⁶

⁵ Affidavit ¶ 6; Exhibit A.

⁶ Affidavit ¶ 7; Exhibit B.

16. Commerce Energy charged the Complainant rates of \$0.719 per ccf for natural gas service and \$0.1079 per kWh for electric generation service in accordance with the contract signed by the Complainant on November 24, 2014, and as confirmed during the recorded verification, for the entire period of service commencing on December 18, 2014 and ending on February 26, 2015 (electric generation service) and March 22, 2015 (natural gas supply service).⁷ Indeed, even the PECO bills attached to the Complaint show that Commerce Energy charged the Complainant the rates set forth in the contract.⁸ Likewise, the Commission's Bureau of Consumer Services reviewed the Complainant's informal complaint and issued a Closing Report concluding that Commerce Energy's charges were consistent with the contract.⁹

17. As the prices charged to the Complainant were consistent with the terms and conditions of the contract that the Complainant entered into with Commerce Energy, no factual dispute exists and no purpose would be served by holding an evidentiary hearing on the Complaint as against Commerce Energy.

C. No Jurisdiction Over EGS Prices

18. As a creation of the General Assembly, the Commission has only the powers and authority granted to it by the General Assembly and contained in the Code. *Tod and Lisa Shedlosky v. Pennsylvania Electric Co.*, Docket No. C-20066937 (Order entered May 28, 2008); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977). The Commission must act within, and cannot exceed, its jurisdiction. *City of Pittsburgh v. Pa. Pub. Util. Comm'n*, 43 A.2d 348 (Pa.

⁷ Affidavit ¶ 8; Exhibit C. Natural gas supply pricing information is shown on Pages 1 and 2 of Exhibit C; the commodity costs of \$107.85 are calculated by multiplying 150 ccf by \$.719; the commodity costs of \$222.89 are calculated by multiplying 310 ccf by \$.719; and the commodity costs of \$120.79 are calculated by multiplying 168 ccf by \$.719. Electric generation service pricing information is shown on Pages 3 and 4 of Exhibit C; commodity costs of \$253.13 are calculated by multiplying 2346 kWh by \$0.1079; commodity costs of \$196.16 are calculated by multiplying 1818 kWh by \$0.1079; and commodity costs of \$20.07 are calculated by multiplying 186 kWh by \$0.1079.

⁸ Complaint ¶ 4 (bills dated February 24, 2015 and March 24, 2015).

⁹ Affidavit ¶ 9; Exhibit D.

Super. 1945). Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967). Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy. *Hughes v. Pennsylvania State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992), *alloc. denied*, 637 A.2d 293 (Pa. 1993).

19. Nothing in the Code authorizes the Commission to regulate the prices of EGSs or NGSs or to consider whether rates charged by competitive suppliers are unjust, unreasonable or illegal. Indeed, the Commission has recognized its lack of jurisdiction to limit prices charged by competitive suppliers. *See Nadav v. Respond Power LLC*, Docket No. C-2014-2429159 (Order entered December 12, 2014); *CRH Catering Company, Inc. v. Blue Pilot Energy, LLC*, Docket No. P-2014-2451865 (Order entered February 24, 2015).¹⁰

20. Specifically with respect to prices charged by competitive energy suppliers, the Commission has determined that its jurisdiction is limited to considering whether the prices conformed to the contracts or disclosure statements. *Commonwealth of Pa., et al. v. IDT Energy, Inc.*, Docket No. C-2014-2427657 (Order entered December 18, 2014).¹¹

21. Here, no factual issue exists as to whether Commerce Energy charged the Complainant in accordance with the terms of the contract. To the contrary, all of the documentation, including the recording of the verification call, demonstrates that Commerce Energy's prices conformed to the contract signed by the Complainant. Therefore, any further review of the prices charged to the Complainant by Commerce Energy is unwarranted.

¹⁰ The underlying complaints, which were consolidated, and other pleadings and rulings are available at Docket No. C-2014-2415277.

¹¹ The Commission has also found that it may consider whether the competitive energy suppliers' prices were consistent with marketing materials and representations of its sales agents; however, marketing activities of Commerce Energy are not raised by the Complainant in this proceeding. *See, e.g., Kiback v. IDT Energy, Inc.*, Docket No. C-2014-2409676 (Order entered August 20, 2015).

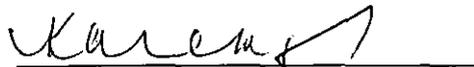
22. Based upon the foregoing, Commerce Energy urges the Commission to dismiss the Complaint. In the alternative, Commerce Energy requests that it be permitted to participate telephonically in the hearing, which is scheduled for March 16, 2016 at 10:00 in Philadelphia, Pennsylvania. At a minimum, Commerce Energy requests that its witness, who would otherwise be required to travel from Houston, Texas, be permitted to offer telephonic testimony with Commerce Energy's counsel present in the hearing room.

III. Conclusion

WHEREFORE, for the foregoing reasons, Commerce Energy, Inc. respectfully requests that the Commission grant its Motion for Summary Judgment, dismiss the Formal Complaint of Christine Wright as to Commerce Energy and grant Commerce Energy such other relief as may be just and reasonable under the circumstances.

Respectfully submitted,

Dated: February 11, 2016



Karen O. Moury
BUCHANAN INGERSOLL & ROONEY PC
409 North Second Street
Suite 500
Harrisburg, PA 17101
(717) 237-4820

Counsel for Commerce Energy, Inc.

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

CHRISTINE WRIGHT

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v.

Docket No. F-2015-2517134

**PECO ENERGY COMPANY &
COMMERCE ENERGY, INC.**

**AFFIDAVIT OF GARY CHISM IN SUPPORT OF
COMMERCE ENERGY, INC.'S MOTION FOR SUMMARY JUDGMENT**

I, Gary Chism, being duly sworn according to law, depose and say the following:

1. My name is Gary Chism, and my business address is 5251 Westheimer Road, Suite 1000, Houston, Texas 77056.

2. I am Corporate and Consumer Relations Specialist for Commerce Energy, Inc. ("Commerce Energy").

3. As Corporate and Consumer Relations Specialist for Commerce Energy, I am responsible for regulatory compliance, which includes addressing and responding to formal complaints.

4. As part of my job responsibilities, I am familiar with Commerce Energy's contracts, verification process and billing information.

5. On December 8, 2015, Christine (Polegato) Wright ("Complainant") filed a Formal Complaint with the Commission alleging that her bills from PECO Energy Company ("PECO") contained incorrect charges during the period of time when she received electric generation service and natural gas supply service from Commerce Energy.

6. On November 24, 2014, the Complainant telephonically enrolled with Commerce Energy for electric generation service and signed a contract for a three-year fixed program at the

rates of \$0.719 per ccf for natural gas service and \$0.1079 per kWh for electric generation service. A true and correct copy of the contract is attached as Exhibit A.

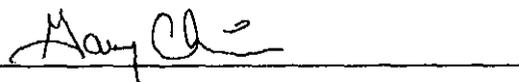
7. On November 24, 2014, these terms of service were confirmed during a recorded verification call. The true and correct copy of the recording is included on a CD attached as Exhibit B.

8. Commerce Energy charged the Complainant rates of \$0.719 per ccf for natural gas service and \$0.1079 per kWh for electric generation service during the period of service commencing on December 18, 2014 and ending on February 26, 2015 (electric generation service) and March 22, 2015 (natural gas supply service). A true and correct copy of billing information is attached as Exhibit C.

9. When the Commission's Bureau of Consumer Services ("BCS") reviewed the Complainant's informal complaint, BCS issued a Closing Report dismissing the informal complaint on the basis that Commerce Energy's charges were consistent with the contract. A true and correct copy of the Closing Report received from BCS is attached as Exhibit D.

10. Although the plan in which the Complainant enrolled carried an early termination fee of \$75 per account, Commerce Energy cancelled the contract at the Complainant's request and waived the early termination fees as a goodwill gesture.

11. I am authorized to submit this Affidavit for and on behalf of Commerce Energy and represent that the facts set forth herein are true and correct to the best of my knowledge, information and belief.



Gary Chism

Sworn and subscribed before me this 11th
day of February 2016.

Christianne Robinson
Notary Public
My Commission expires on:

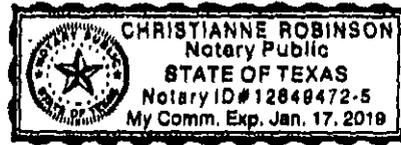


EXHIBIT A

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**NATURAL GAS AND ELECTRICITY RATESHIELD PLUS PROGRAM
(Customer Agreement)**



P.O. Box 2210, Buffalo, New York 14240-2210

866.587.8674 1.888.548.7690 justenergy.com or commerceenergy.com cseast@justenergy.com

Customer Information

The Customer is responsible for ensuring the accuracy of the information set out below.

Signing Date **NOV 29 2014**

This Agreement is for a: Home Business. This Agreement is with: Commerce Energy (PECO) Just Energy (Columbia Gas, PPL, Duquesne).

Account Holder ("Customer", as written on utility bill. Provide full legal name if a business): **CHRISTINE POLEGATO**

Billing Address: **SPRINGFIELD** Unit Number: **924** Street Number: **ROCKLAWN RD** Street Name: **USA** City: **PA** State: **19064** Country: **USA** Zip Code: **6042** Preferred Phone (with ext.): **cellphone** Alternative Phone: **cellphone** E-Mail:

I agree to receive correspondences regarding my account via the email address provided

Service Address Is: Same as Billing Address OR Unit Number Street Number Street Name City State Country Zip Code

Customer Disclosure Statement (Essential Agreement Information)

Customer appoints Just Energy Pennsylvania Corp. ("Just Energy") if its utility is Duquesne, Columbia or PPL, or Customer appoints Commerce Energy Inc. ("Commerce Energy") if its utility is PECO, to supply its Location(s) with natural gas and/or electricity commodity ("Energy"), as applicable (also referred to herein as "Electricity" or "Natural Gas"), for a Term of 3 years. By signing this Agreement, Customer agrees to initiate commodity service and begin enrollment with Just Energy or Commerce Energy. I, the Customer, understand and accept:

- a) This Agreement is with Just Energy/Commerce Energy, a competitive energy supplier, and not with my Utility, the government or any consumer group.
- b) This Agreement covers the cost of natural gas and/or electricity and 100% JustGreen; the price listed below includes the cost of the commodity, which includes estimated total state taxes and excludes applicable PA sales taxes. Regulated delivery, transportation, and other charges (or credits) are charged by the Utility.
- c) By signing for the Natural Gas and/or Electricity RateShield Plus program, I agree to buy natural gas and/or electricity from Just Energy/Commerce Energy at the Price and for the Term set out below. This Price includes 100% JustGreen.
- d) The law provides that I may cancel this Agreement up to 3 federal business days after I receive a copy of this Agreement. However Just Energy/Commerce Energy extends my cancellation period to 30 days from the date of my first bill under this Agreement to cancel without penalty. If I cause this Agreement to end early after the 30 day cancellation period I will owe an Exit Fee of \$75 (per commodity, per Location).
- e) To request cancellation, I must contact Just Energy/Commerce Energy by telephone, mail, e-mail, or fax.
- f) Just Energy & Commerce Energy are licensed by the Pennsylvania Public Utilities Commission (PAPUC) to offer and supply natural gas and electricity supply services in Pennsylvania.
- g) I will receive one bill from my Natural Gas Distribution Company (NGDC) and/or my Electric Distribution Company (EDC) for both their charges and Just Energy/Commerce Energy charges.

I, THE CUSTOMER, MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD FEDERAL BUSINESS DAY AFTER RECEIPT OF THIS AGREEMENT WITHOUT PENALTY. I UNDERSTAND MY RIGHT TO CANCEL. I UNDERSTAND THAT JUST ENERGY/COMMERCE ENERGY EXTENDS MY CANCELLATION PERIOD TO 30 DAYS FROM THE DATE OF MY FIRST BILL. I HAVE BEEN PROVIDED WITH AND READ THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

CUSTOMER SIGNATURE: *Christine Polegato* PRINT NAME & TITLE: **CHRISTINE POLEGATO** Title (if a business)

I have received a completed and signed copy of this Agreement, and I have read and agree to the Contract Summary and Terms of Service forming part of this Agreement. I am at least 18 years old and I have signing authority.

RateShield Plus Natural Gas Program

PA.G.ENG.RSP2.G100

If You Use Each Month	Your Natural Gas Price Will Be	Term	3 Year Fixed Natural Gas Price with 100% JustGreen	<input checked="" type="checkbox"/>	Authorization
15 Ccf or Therm	<input type="text"/> \$/Ccf or \$/Therm	3 Years	\$0.719 \$/Ccf or \$/Therm	<input checked="" type="checkbox"/>	Customer selects the Term and Natural Gas Price with 100% JustGreen as indicated. <i>Christine Polegato</i> Customer Signature
80 Ccf or Therm	<input type="text"/> \$/Ccf or \$/Therm				
120 Ccf or Therm	<input type="text"/> \$/Ccf or \$/Therm				
Natural Gas Account Number (a "Location")		<input type="checkbox"/> Columbia (Just Energy) <input checked="" type="checkbox"/> PECO (Commerce Energy)		Verification Code: AG62326850	

RateShield Plus Electricity Program

PA.E.ENG.RSP2.G100

If You Use Each Month	Your Electricity Price Will Be	Term	3 Year Fixed Electricity Price with 100% JustGreen	<input checked="" type="checkbox"/>	Authorization
500 kWh	<input type="text"/> \$/kWh	3 Years	\$0.1049 \$/kWh	<input checked="" type="checkbox"/>	Customer selects the Term and Electricity Price with 100% JustGreen as indicated. <i>Christine Polegato</i> Customer Signature
1,000 kWh	<input type="text"/> \$/kWh				
2,000 kWh	<input type="text"/> \$/kWh				
Electricity Account Number (a "Location")		<input type="checkbox"/> Duquesne (Just Energy) <input type="checkbox"/> PPL (Just Energy) <input checked="" type="checkbox"/> PECO (Commerce Energy)		Verification Code: AG96384339	

Sales Representative Number: **877204** Valid Permit: Not Applicable Yes Permit Number (if applicable):

Sales Representative Name (print): **Yvesa Gonzalez-Schane** Sales Representative Signature: *Yvesa Gonzalez-Schane*

Third Party Verification Information

TPV ID: **0020**

TPV Name (print): **Just**

EXHIBIT B

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EXHIBIT C

Billing Breakdown Report

Account Number	Customer Name	Retailer ID	Market Participant Identifier	IT#	OPS USER
3375189033	CHRISTINE POLEGATO	AG62326850	PECOGas		

Service Period Start Date	Service Period End Date	Consumption	Commodity Cost	GEO Charge	Budget Billing Charge	Budget Billing True Up Charge	Tax Amount	Adjustment Type	Adjustment Amount	Bill Amount
2014/12/18	2015/01/21	150.00000	\$107.85				\$0.00			\$107.85
2015/01/22	2015/02/20	310.00000	\$222.89				\$0.00			\$222.89
2015/02/21	2015/03/22	168.00000	\$120.79				\$0.00			\$120.79

Customer Information
 Customer Name: **CHRISTINE POLEGATO** Classification: **SVC**
 RCE: **0.000** Acc Manager:
 ELE GAS JCL WHTR FRNC AC
 STAT

Site Information
 All Sites (2)
 3375189033
 3375189033

Site Information
 Site OID: 15985835 Jurisdiction: Pennsylvania
 Customer OID: 7310567 Commodity: GAS
 Printed Name: CHRISTINE POLEGATO Language: eng
 Location Type: R - Residential Name: CHRISTINE POLEGATO
 Account Number: 3375189033 Payment Plan: None Address: 924 Rocklynn Rd, Springfield, PA, 19064-3925, US
 Utility Company: PECO Gas - PE Phone: (484)620-6042 (Cell), (484)620-6042 (Main)
 Annual Vol: 881.54 CCF Marketing Optout: Email:
 Classification: SVC New Home:
 Site RCE: 0.920 Critical Care:

Contact Preference
 Email Fax Mail SMS EBilling Alerts Portal
 Acct Info Acct Info
 Mktg Info Mktg Info

All Contracts of Selected Site
 11937252 (INA)

- Call Log
- Correspondence
- Billing/Payments
- Offers
- Rate History
- Meter Detail
- Assign AM
- Email Contract
- Print Summary
- Exit Fee Calc.
- EFI History
- Alert Manager
- Link/Unlink (0)
- Notes



Selected Contract

Contract ID: 11937252 Signing Date: 2014-Nov-24 Reaffirmed: Yes Price: 0.7190 \$/CCF Locked In: No
 Retailer ID: AG62326850 Flow Start Date: 2014-Dec-18 FPRC: AG62326850 Green Price:
 Status: INA - Inactive Flow End Date: 2015-Mar-22 IC Number: 877204 - kareen guevaraschick Total Price: 0.7190 \$/CCF
 Contract Term: 36 Months Renewal Date: 2017-Dec-18
 Contract Type: NEW - New Business Tax Exemption: Y Pricing Code: (Mar) PAG.ENG.RSP2.G100.PECO.36M Description: PA D2D Fixed Price Protection 36 mths with 100% Green and \$75 Exit Fees

Comments	Audit	Billing	Call Log Hist	GEO Hist	Call Purposes	Complaint Hist	Contract Dates	Contract Issues	Rebate Info
TimeStamp	Staff	Comment							
2015-05-12	gchism	Contacted AH to inform her of the status of the investigation. Referred her to the utility for questions on charges not included in the billing history. She had no further questions.							
2015-05-12	pmendez	CCR PPUC Complaint received 5/12/2015 10:40 AM The customer is disputing her account from the very first time she was signed up with Commerce Energy. The customer states that her bills are normally \$200 during the summertime and \$400 in the wintertime and she is receiving \$1000 bills per month when she was signed up with Commerce Energy. When she had first signed up with the supplier she was told that her bills would be lower than what PECO bills are and the rate would not change for a while. The companies are saying the monthly bills are correct but the customer is not in agreement with them and is asking the PUC to please look in to her account and see what went wrong and her account be adjusted.							
2015-05-04	fsheikh	cx received a billing break down from us, however the numbers on her bill did not match with our numbers, cx received a bill over a 1000\$ shortly after joining us and thats why she cancelled, advised if there was a bb with utility, some past balance, arrears, cx said she has not spoken to utility, advised to call utility as she has our break down, utility will be able to advise her where the remaining balance came from, cx understood							
2015-04-09	mpetan	RM: IT# 421470 - Mailed out Billing Breakdown to address on file							
2015-04-07	mpatan	RM: IT# 421470 - Forward to RA to provide billing breakdown							
2015-04-06	jevasquez	Escalation Transferred by Albert							
2015-04-06	achang	Customer called stated that as not told 1-2 bill cycle, advised customer that they need to do a final meter reading and new bill cycle. Explained usage and program, send bill breakdown for usage, and confirmed cancellation. RESOLVED 75375							
2015-02-24	OESCCA'svc_SQ L_APRDSQLVSI 31	Transferred to Jessica Ah Christine is upset why it she received another Bill from us after she canceled with us, Explained 1-2 BC Cx is not happy want to speak to EEB and her lawyer Transferred the Call. The Pennsylvania Residential New Business Small Volume Customer was cancelled on Feb 23, 2015 with a signing date of Nov 24, 2014 and a flow start date of Dec 18, 2014. This customer was cancelled with reason 'Price Compared to Utility' and had a waive reason of 'Price Comp to Utility: Waive exit fees for only up to 70 days after FSD'.							
2015-02-23	ciglesias	AH called in cancel the program due to rated compared to LDC. Educated cx on F&B Cx still decided to cancel the program							
2014-11-29	svc_lms_sync	A letter of the type Pennsylvania Welcome Letter was sent on 11/26/2014 12:00:00 AM							
2014-11-25	OESCCAwebser	Spoke to IC KAREEN GUEVARA SCHICK 377204 and collected information to enroll CHRISTINE POLEGATO. Spoke with the CHRISTINE POLEGATO, verified information, customer understands the program will run for 3 year(s) at 71.90 Cents per CCF. Script read. FPRC							

Add Comment

<< >>

Close

Billing Breakdown Report

Account Number	Customer Name	Retailer ID	Market Participant Identifier	IT#	OPS USER
3375189033	CHRISTINE POLEGATO	AG96384334	PECOEle		

Service Period Start Date	Service Period End Date	Consumption	Commodity Cost	GEO Charge	Budget Billing Charge	Budget Billing True Up Charge	Tax Amount	Adjustment Type	Adjustment Amount	Bill Amount
2014/12/18	2015/01/20	2346.00000	\$253.13				\$0.00			\$253.13
2015/01/21	2015/02/20	1818.00000	\$196.16				\$0.00			\$196.16
2015/02/21	2015/02/26	186.00000	\$20.07				\$0.00			\$20.07

Customer Information
 Customer Name: **CHRISTINE POLEGATO** Classification: **SVC**
 RCE: **0.000** Acc Manager:
 ELE GAS JCL WHTR FRNC AC
 STAT

Site Information
 All Sites (2)
 3375189033
 3375189033

Site Information
 Site OID: 15987627 Jurisdiction: Pennsylvania
 Customer OID: 7310567 Commodity: Ele Name: CHRISTINE POLEGATO
 Printed Name: CHRISTINE POLEGATO Language: eng Title:
 Location Type: R - Residential Address: 924 Rocklynn Rd, Springfield, PA, 19064-3925, US
 Account Number: 3375189033 Payment Plan: None Phone: (484)620-6042 (Cell), (484)620-6042 (Main)
 Utility Company: PECOBe - PE Email:
 Annual Vol: 17490.87 kWh Marketing Contact
 Classification: SVC New Home
 Site RCE: 1.732 Critical Care

Contact Preference
 Email Fax Mail SMS EBilling Alerts Portal
 Acct Info Acct Info
 Mktg Info Mktg Info

All Contracts of Selected Site
 11937908 (INA)

- Call Log
- Correspondence
- Billing/Payments
- Offers
- Rate History
- Meter Detail
- Assign AM
- Email Contract
- Print Summary
- Exit Fee Calc.
- EFI History
- Alert Manager
- Link/Unlink (0)
- Notes



Selected Contract
 Contract ID: 11937908 Signing Date: 2014-Nov-24 Reaffirmed: Yes Price: 0.1079 \$/kWh Locked In: No
 Retailer ID: AG96384334 Flow Start Date: 2014-Dec-18 FPRC: AG96384334 Green Price:
 Status: INA - Inactive Flow End Date: 2015-Feb-26 IC Number: 877204 - kareen Total Price: 0.1079 \$/kWh
 Contract Term: 36 Months Renewal Date: 2017-Dec-18 guevarraschaick
 Contract Type: NEW - New Business Tax Exemption: Y Pricing Code: (Mar) PA.E.ENG.RSP2.G100.PECO.36M Description: PA D2D Fixed Price Protection 36 months with 100% Green and \$75 Exit Fees

Comments	Audit	Billing	Call Log Hist	GEO Hist	Call Purposes	Complaint Hist	Contract Dates	Contract Issues	Rebate Info
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TimeStamp	Staff	Comment
2015-05-12	gchism	Contacted AH to inform her of the status of the investigation. Referred her to the utility for questions on charges not included in the billing history. She had no further questions.
2015-05-12	pmendez	CCR PPUC Complaint received 5/12/2015 10:40 AM The customer is disputing her account from the very first time she was signed up with Commerce Energy. The customer states that her bills are normally \$200 during the summertime and \$400 in the wintertime and she was receiving \$1000 bills per month when she was signed up with Commerce Energy. When she had first signed up with the supplier she was told that her bills would be lower than what PECO bills are and the rate would not change for a while. The companies are saying the monthly bills are correct but the customer is not in agreement with them and is asking the PUC to please look in to her account and see what went wrong and her account be adjusted.
2015-04-09	mpatan	RM: IT= 421470 - Mailed out Billing Breakdown to address on file
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2015-04-06	jevasquez	Customer called stated that as not told 1-2 bill cycle. advised customer that they need to do a final meter reading and new bill cycle. Explained usage and program. send bill breakdown for usage, and confirmed cancellation. RESOLVED 75375
2015-02-24	OESCCA'svc_SQ L_APPRDSQVLS1 31	The Pennsylvania Residential New Business Small Volume Customer was cancelled on Feb 23, 2015 with a signing date of Nov 24, 2014 and a flow start date of Dec 18, 2014. This customer was cancelled with reason 'Price Compared to Utility' and had a waive reason of 'Price Compare to Utility: Waive exit fees for only up to 70 days after FSD'.
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2014-11-29	svc_lms_sync	A letter of the type Pennsylvania Welcome Letter was sent on 11/25/2014 12:00:00 AM

RECEIVED
2016 FEB 11 PM 2:59
PA PUC
SECRETARY'S BUREAU

EXHIBIT D

Closing Report of the Pennsylvania Public Utility Commission's Bureau of Consumer Services

PUC Pennsylvania Public Utility Commission		BUREAU OF CONSUMER SERVICES	
Utility List Case Search Case Opened Case Closed Reports Data Misc Contact Us Logout			
Welcome to - Case Closed - Print			
Case #:	3344368	Utility Name:	COMMERCE ENERGY (EGS)
Decision Issue:	Yes	Decision Issue:	Yes
Oral/Written:	W	Oral/Written:	W
Violation:	NO	Violation:	NO
Chapter 56/64/Other:		Chapter 56/64/Other:	
Section/Rule:		Section/Rule:	
Total Balance:	\$0.00	Total Balance:	\$0.00
Closing Date:	11/09/2015	Closing Date:	11/09/2015
Resolution:	<p>case closed, dismissed, a natural gas and electricity supply contract was signed by Christine Polegato on 11/24/2014 for a 3 year fixed program at a rate of \$0.0719 per kWh for gas and \$0.1079 per kWh for electric, this offer carried an early termination fee of \$75 per account, a reaffirmation call was completed on 11/24/2014 in which the rate and term of the program was confirmed. The customer was also advised on the recorded verification call that they were confirming that by being on our program Commerce Energy does not promise financial savings. Furthermore, the consumer provided consent to proceed with processing the contract. As a result, the customer began supply service with Commerce Energy effective 12/18/2014. The PUC does not have the authority to tell competitive suppliers what they can charge customers or the types of contracts they offer, if customer agreed to a rate, the PUC cannot force the company to adjust their rate or bill as long as it is consistent with the terms and conditions of their contract. Commerce Energy cancelled the contract pertaining to Ms. Polegato without early termination fees as a good-will gesture. The gas account ended on 3/22/2015 and the electric on 2/26/2015. Commerce Energy reviewed the customer's billing history and Ms. Polegato was not charged \$1000.00, as mentioned in her complaint. Commerce spoke with the customer and referred her to the utility for further information. PECO Energy records indicate that the balance includes a past due deposit of \$690.00 & supplier charges (COMMERCE ENERGY INC) in the amount of \$517.18. letter sent.</p>		
Service Restored Pay(Offs):	\$0.00	Service Restored Pay(Offs):	\$0.00
Account Balance Date:	05/12/2015	Account Balance Date:	05/12/2015
Keep Service on Pay(Remeds):	\$0.00	Keep Service on Pay(Remeds):	\$0.00
By:		By:	
Terms:Beginning		Terms:Beginning	
Special Budget/Opt Payments:	\$0.00	Special Budget/Opt Payments:	\$0.00
Regular Budget Amount:	\$0.00	Regular Budget Amount:	\$0.00
Plus Pay Toward Arrears:	\$0.00	Plus Pay Toward Arrears:	\$0.00
Final Monthly Pay:	\$0.00	Final Monthly Pay:	\$0.00
Current Monthly Pay:	\$0.00	Current Monthly Pay:	\$0.00
End of Month Payment:	\$0.00	End of Month Payment:	\$0.00
10 Day/Reconnect Pay:	\$0.00	10 Day/Reconnect Pay:	\$0.00
Begin with Bill Date:		Begin with Bill Date:	
Pay Current Bill Plus:	\$0.00	Pay Current Bill Plus:	\$0.00
BCS Investigator:	KATHRYN LIDDELL	BCS Investigator:	KATHRYN LIDDELL
Letter Type:	Blank Letter - Decision	Letter Type:	Blank Letter - Decision
Letter Head Date:	11/12/2015	Letter Head Date:	11/12/2015
Customer Name:	Christine Polegato	Customer Name:	Christine Polegato

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

CHRISTINE WRIGHT :
 :
 : **Docket No. F-2015-2517134**
 :
 v. :
 :
 :
 :
 PECO ENERGY COMPANY & :
 COMMERCE ENERGY, INC. :

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of § 1.54 (relating to service by a party).

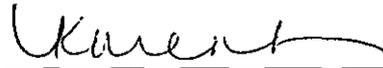
Via Email and UPS Overnight Delivery

Angela Jones
Administrative Law Judge
Pennsylvania Public Utility Commission
801 Market Street
Philadelphia, PA 19107
angeljones@pa.gov

Christine Wright
924 Rocklyn Road
Springfield, PA 19064
cwrightbsn@gmail.com
Complainant

Shawane L. Lee
PECO Energy Company
Exelon Business Services
2301 Market Street, S23-3
Philadelphia, PA 19101
shawane.lee@exeloncorp.com
*Counsel for PECO Energy
Company*

Dated this 11th day of February, 2016.



Karen O. Moury, Esq.

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2016 FEB 11 PM 2:59
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