



LEWIS BRISBOIS BISGAARD & SMITH LLP

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May 19, 2021

VIA E-FILING

Rosemary Chiavetta, Secretary
Secretary's Bureau
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Re: Florence Parker Chailla v. Metropolitan Edison Company et al.
Docket No.: C-2021-3024417

Dear Ms. Chiavetta:

Enclosed for filing, please find Choice Energy, LLC d/b/a 4 Choice Energy's Opposition to Claimant Florence Chailla's Motion for Summary Judgment in the above referenced matter. Please note that Exhibit A to the Opposition is an audio file that cannot be uploaded to the e-filing system. A copy of the Opposition and all exhibits, including Exhibit A, has been sent via email to Hon. John Coogan and all parties of record.

Thank you for your kind attention to this matter.

Very truly yours,

Brian C. Deeney

Brian Deeney for
LEWIS BRISBOIS BISGAARD & SMITH LLP

BD:pl

Enclosures

cc: Hon. John Coogan (ALJ)
Margaret Morris, Esq.
Florence R. Parker Chailla, JD

PENNSYLVANIA PUBLIC UTILITY COMMISSION

FLORENCE R. PARKER CHAILLA,
CLAIMANT,
V.

Docket No. C-2021-3024417

METROPOLITAN EDISON COMPANY AND CHOICE
ENERGY, LLC d/b/a 4 CHOICE ENERGY

RESPONDENTS.

**CHOICE ENERGY, LLC d/b/a 4 CHOICE ENERGY'S OPPOSITION TO CLAIMANT
FLORENCE CHAILLA'S MOTION FOR SUMMARY JUDGMENT**

Claimant Florence R. Parker Chailla's formal complaint is premised on a series of statements that she alleges under penalty of perjury are true. This motion asks Your Honor to enter summary judgment in her favor on these claims. However, as set forth below, these claims are baseless and unsubstantiated. Looking at the totality of Claimant's pattern and practice, it appears that this is merely the latest in a series of attempts to manufacture lawsuits against various entities. As such, we respectfully request Claimant's motion be denied.

Claimant makes the following sworn factual allegations in support of her claim and motion:

1. Choice did not provide Claimant with the "10-day time to consider and make a clear headed decision" about enrolling.
2. Claimant did not agree to the terms and conditions of EGS service from Choice Energy LLC, d/b/a 4 Choice Energy ("Choice");

As a result, Claimant alleges that Choice engaged in deceptive trade practices as a matter of law requiring the entry of summary judgment in her favor. Every single one of these sworn statements is knowingly and materially false.

On January 5, 2021 at 12:34 p.m. Eastern Time, Claimant confirmed her affirmative decision to enter into a 24-month contract to receive electrical commodity service from Choice Energy LLC, d/b/a 4 Choice Energy (“Choice”) at the fixed price rate of 0.08990 per kWh, which nets to 0.095537 per kWh including Pennsylvania Gross Receipt Tax. This is not merely an allegation; pursuant to PA PUC regulations, the Third-Party Verification Call was recorded. Every single allegation from Claimant is contradicted by this recorded call, attached as Exhibit A to the Verified Statement from Moses Cheung.

- “Customer you are a person authorized to enroll your account in the electricity choice program for the opportunity to receive a fixed rate of only 8.99 cents per kilowatt hour plus Pennsylvania state taxes and Gross Receipts taxes for twenty-four months and a new variable rate thereafter. Ok? Please answer with a clear yes or no.” (1:04)
 - “Yes. Yes.” (1:24).
- “Customer you will receive our terms and conditions within the next few days. Reconfirming the information we’ve discussed here today. You will also receive a confirmation letter from MetEd after your three day right of rescission”. (1:26)
- “If cancellation takes place during this contract you may be charged for cost recovery in the amount of \$10 for each remaining contract month.” (1:37);
- “If you decide to cancel, please call us at 888-565-4890 and we will provide you with a cancellation number.” (1:49)
- “Ok? Please answer with a clear yes or no.” (1:57);
 - Claimant, “Yes.” (1:59).

After completing the Third-Party Verification Call, on January 6, 2021, Choice sent Claimant a Welcome Letter with the Contract Summary and Disclosure statement as required by Commission Regulations. (Cheung, Ex. B).

Claimant's entire case is premised upon her claim that she did not receive her "10-day" right of rescission because she entered into the agreement with Choice via the recorded TPV on January 5, 2021 and MetEd sent confirmation of the switch on January 14th, with an effective date of January 15th. However, there is no 10-day right of rescission. 52 Pa. Code 54.5(d)(1) makes clear that, "The 3-day right of rescission is 3 business days." No 10-day right, 3-day right.

Claimant is correct about one thing, when the account holder eventually contacted Choice, it agreed to waive the early termination fee. (Cheung, ¶4). Plaintiff contends that despite this, Choice has fraudulently continued to bill her for this termination fee. Conveniently missing from Claimant's motion is the fact that Choice mailed her a check for the full amount of the termination fee. (Cheung, ¶5; Ex. C).

We are left to wonder what would cause someone to enroll with Choice for EGS service on January 5, 2021—be told of a 3-day right of rescission—receive a disclosure statement in the mail with the same information—and then wait until February to complain that she had never received her [non-existent] ten day right of rescission. What would then cause that same person to allege a grand (and baseless) conspiracy between Choice and MetEd for violating what seem to be randomly cut-and-pasted consumer fraud discussions. The answer might be that Claimant has a history of such overreaching and frivolous litigation.

The same day Claimant's new service with Choice began, she filed a notice seeking a writ of certiorari to the United States Supreme Court in the matter *Chialla v. Naviant*. (Coyle Cert., Ex A). On July 15, 2016, Claimant filed a purported *qui tam* lawsuit on behalf of the United States

against a lengthy list of defendants including Navient, Sallie May, and the U.S. Department of Education. The dismissal of which was affirmed by the Second Circuit Court of Appeals on November 4, 2019, and on March 23, 2021, the United States Supreme Court denied the writ of certiorari.

One month before filing that action, Claimant also filed a lawsuit in the Middle District of Pennsylvania against a much longer list of defendants including the Commissioner of the Social Security Administration. (3:18-cv-1129). That too was dismissed on October 23, 2018. While those proceedings were making their way through the Courts, Claimant also filed another lawsuit against in the Middle District of Pennsylvania against another series of defendants, also including the U.S. Department of Education. (Civil Action No.: 3:18-cv-01335). This too was dismissed on July 11, 2019.

The merits, or lack of merits, of those actions are obviously separate from this complaint. The common thread however is that Claimant has a long history of bringing huge sweeping conspiracy lawsuits that have been deemed legally unsubstantiated by all levels of courts, up through the U.S. Supreme Court. Here, Claimant clearly and unequivocally enrolled with Choice as her electricity supplier, received the legally required 3-day rescission period. Instead of either continuing with Choice as per her explicit agreement, or cancelling, Claimant is concocting a frivolous web of explanations as to why Choice and MetEd committed fraud.

As this is before Your Honor on a motion for summary judgment brought by Claimant, we respectfully submit that there is a dispute of fact requiring the denial of the motion. Choice will seek rulings and remedies regarding Claimant's "sworn" statements to the PAPUC and to this Court at the appropriate time.

Coyle Law Group LLP

/s/ John D. Coyle

John D. Coyle, Esq.
55 Madison Avenue,
Suite 400
Morristown, NJ 07960
(973) 370-0592
jcoyle@coylelawgroup.com
Admitted pro hac vice

Date: 5/19/2021

LEWIS BRISBOIS BISGAARD & SMITH LLP

/s/ Brian C. Deeney

Brian C. Deeney, Esq.
Attorney ID: 312184
One Riverfront Plaza,
1037 Raymond Blvd, Ste. 800
Newark, NJ 07102
973.792.8726 (Phone)
973.577.6261 (Fax)
Brian.Deeney@lewisbrisbois.com

Date: 5/19/21

PENNSYLVANIA PUBLIC UTILITY COMMISSION

FLORENCE R. PARKER CHAILLA,
CLAIMANT,
V.

Docket No. C-2021-3024417

METROPOLITAN EDISON COMPANY AND CHOICE
ENERGY, LLC d/b/a 4 CHOICE ENERGY

RESPONDENTS.

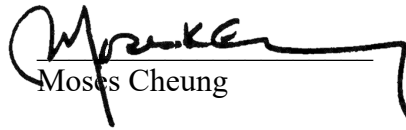
**VERIFIED STATEMENT OF MOSES CHEUNG IN OPPOSITION TO CLAIMANT'S
MOTION FOR SUMMARY JUDGMENT**

I, Moses Cheung, state the following:

1. I am the Accounting Manager for Respondent Choice Energy LLC, d/b/a 4 Choice Energy. I submit this verified statement in opposition to Claimant Florence R. Parker Chaila's motion for summary judgment.
2. Submitted herewith as Exhibit A is a true and correct copy of the recording maintained by Choice of the Third Party Verification call with Claimant on January 5, 2021.
3. Submitted herewith as Exhibit B is a true and correct copy of the Welcome Letter and Customer Disclosure Statement sent by Choice to Claimant on January 6, 2021.
4. When Claimant's spouse contacted Choice to complain about the termination fee, we agreed to waive the early termination fee.
5. On March 19, 2021, Choice sent check #1310 to Claimant in the amount of \$230.00. As of the date of this Statement, Claimant has not cashed the check she received from Choice.
6. Submitted herewith as Exhibit C is a true and correct copy of the duplicate record for the check that was sent to Claimant.

7. I have reviewed the other arguments submitted by Choice in opposition to Claimant's motion for summary judgment and agree with the statements.

8. I verify that the facts set forth herein are true and correct, to the best of my knowledge, information and belief, and that I would be able to prove the same if a hearing were held regarding such facts. I understand that the statements are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to falsifications to authorities).


Moses Cheung

Date: May 19, 2021

Exhibit A

Audio file sent as attachment to the filing email.

Exhibit B



601 SW 9th St. Suite F
Des Moines, IA 50309

888-565-4490
www.4choiceenergy.com

January 06, 2021

OPTATUS CHAILLA
FLORENCE CHAILLA
25 GARDEN ST
STROUDSBURG, PA 18360

Welcome to Choice Energy, America's Trusted Choice in electricity retailing. Thank you for speaking with our sales agent Tamisha B about enrolling with us to be your supplier in electric generation services. Our record shows that you confirmed your authorization to enroll with us by telephone on 1/5/2021 which was recorded with your permission via an automated third-party-verification voice response system. You have chosen a Fixed Rate Plan for your Met-Ed account # 08063602940002104205.

Please retain this Welcome Letter together with the enclosed Contract Summary and Disclosure Statement for your record. The Contract Summary contains detail of the Rate Plan that you have chosen. The Disclosure Statement contains detailed terms of service. Other information about Choice Energy may be found on our website www.4ChoiceEnergy.com.

We truly appreciate the opportunity to be your generation service provider. Please do not hesitate to contact us should you have any question. Following is our customer service contact information:

Email Address: CustomerService@4ChoiceEnergy.com
Toll Free Phone#: 888-565-4490 (9 to 5 central time on weekdays except holidays)
Mailing Address: 601 SW 9th St. Suite F, Des Moines, IA 50309

This enrollment welcome package is sent by U.S. mail. To reduce future paper use, please send us your email address by emailing it to customerservice@4choiceenergy.com. We will only use it to contact you regarding your account, including notices required and permitted by law. Until the change is confirmed, we will continue to send all notices to you by U.S. mail.

Again, thank you for your business!

Customer Service Department
Choice Energy, LLC

CONTRACT SUMMARY ON THE RATE PLAN THAT YOU HAVE CHOSEN

Electric Generation Supplier Information	Choice Energy, LLC is your electric generation supplier that sets the generation prices and charges that you pay. Our EGS license number with the PA Public Utility Commission is A-2012-2337893. You can find us on the Internet at www.4ChoiceEnergy.com . Should you have any question, please contact us by emailing CustomerService@4ChoiceEnergy.com or calling toll free 888-565-4490.
Price Structure	Fixed Rate Plan – Fixed Rate on All Usage. The fixed rate is an all-inclusive price per kWh. This Choice Energy rate does not include distribution charges, which will be billed by your utility. THE FIXED RATE WILL REMAIN UNCHANGED FOR THE DURATION OF THE CONTRACT TERM.
Generation/Supply Price	Under this Rate Plan, your fixed rate for our generation service is 9.5536¢ per kWh inclusive of PA Gross Receipt Tax (equivalent to 8.990¢ per kWh before PA Gross Receipt Tax).
Generation Price at Various Usage Levels	
Statement Regarding Savings	THERE IS NO GUARANTEE OF SAVINGS IN ANY GIVEN MONTH. During the term of your contract, your price may be higher or lower than the utility’s price-to-compare, which changes over time. You may obtain 24 months of our overall historical pricing for your rate class and utility service territory on our website or by contacting our customer service at the phone# or email address above. HISTORICAL PRICING IS NOT INDICATIVE OF PRESENT OR FUTURE PRICING. Information about shopping for an electric supplier is available at www.PAPowerSwitch.com , by contracting the PAPUC at 800-692-7380, and the PA Office of Consumer Advocate at 888-684-6560 or at www.OCA.State.pa.us .
Deposit Requirement	There is no deposit required while Customer is on the utility’s consolidated billing program.
Incentive	None.
Contract Start Date	Our service to you with this Rate Plan will start with the next available meter read after your utility company has validated your account information and effectively switched your account over to us as your generation supplier with this Rate Plan. This may take up to two billing cycles. Choice Energy is not liable for, nor is it able to commit to, a specific date for the commencement of service.
Contract Duration/Length	The initial contract term is for 24 months from start of service.
Cancellation/Early Termination Fees	IF YOU CANCEL BEFORE THE END OF THE INITIAL TERM, THERE IS AN EARLY TERMINATION FEE OF \$10.00 FOR EACH MONTH REMAINING ON THE CONTRACT. There is no early termination fee if you cancel after you receive the second renewal options notice from us or during the final 30 days of the contract term.
End of Contract	When your contract is approaching the end of term, we will send you two renewal options notices: the first notice 45 to 60 days before the term date, and the second notice 30 days before the term date. For customers who have confirmed election to receive electronic communications from Choice Energy, the notices will be transmitted in the manner so chosen. These notices will include a default renewal rate plan and explain your renewal options going forward. Unless you select other options available at the time, your contract will automatically be renewed with the default renewal rate plan as explained in these renewal notices. If you are enrolled in the default renewal rate plan due to your failure to respond to either of the renewal notices, you may terminate the default renewal at any time without incurring a cancellation fee.
Right of Rescission	Residential and Small Business customers may cancel/rescind this agreement by calling Choice Energy’s toll-free number at 1-888-565-4490 within three (3) business days following receipt of this customer disclosure statement.

**Choice Energy LLC d/b/a 4 Choice Energy LLC (“Choice Energy”)
Disclosure Statement**

This Disclosure Statement, combined with your Welcome Letter and Contract Summary (collectively, the “Agreement”) is an electric generation services agreement for a Pennsylvania residential or small commercial customer (“Customer”). The words “we” “us” and “our” refer to Choice Energy. The words “you” and “your” refer to the Customer. We are an electric supplier licensed by the Pennsylvania Public Utility Commission (“PUC”) to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2012-2337893. You will receive a single bill from your utility company (“Electric Distribution Company” or EDC) that will contain our charges and the EDC’s charges. Generation charge is for production of electricity. Transmission Charge is for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution utility. We set the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services. You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure by writing to our Customer Service Department or calling our toll free number to speak with a customer service agent. Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, by calling the PUC at (800)692-7380 and the Office of Consumer Advocate at (800)684-6560 or at www.oca.state.pa.us.

1. **Agreement to Purchase Energy.** You have chosen Choice Energy for your electric generation services. You agree to buy from us the quantity of electricity that you consume as reported to us by your EDC. Your EDC will continue to deliver electricity to your service location, read your meter, provide monthly billing, and respond to emergencies. This Agreement sets forth the entire agreement between you and us, and supersedes all prior agreements, whether written or oral.
2. **Rate Plan.** See the attached Rate Plan Description Addendum for the various Rate Plans that may be available. It describes our Generation and Transmission charges, pricing and fee structure according to which you will be billed, and, if applicable, an explanation of any price variability and price level adjustments that may cause the rate to vary. Our charge does not include distribution charges from your EDC for its delivery services, or any government fees and taxes that are billed by your EDC.

SEE YOUR CONTRACT SUMMARY FOR THE PRICING AND SPECIFIC PROVISIONS OF THE RATE PLAN THAT YOU HAVE CHOSEN.

3. **Contract Duration.** Your chosen Rate Plan with us will begin with the effective date that your EDC has accepted your enrollment with us and switched your account to us as your generation supplier with this Rate Plan, which may take up to two billing cycles. It will continue until your EDC switches you away from us to the EDC’s basic generation service, or to another electricity supplier that you choose. This Agreement will also terminate when your account with your EDC is terminated for whatever reason. Upon termination of this Agreement by either you or us, you will continue to be responsible for all charges that you owe us and all reasonable out-of-pocket expenses incurred by us in enforcing our rights.

SEE YOUR CONTRACT SUMMARY FOR ANY INITIAL CONTRACT TERM COMMITMENTS, AGREEMENT EXPIRATION AND RENEWAL PROVISIONS FOR THE RATE PLAN THAT YOU HAVE CHOSEN.

4. **Customer Cancellation Rights.** You may cancel without penalty if your EDC account is cancelled for reason of relocation. See your Contract Summary for early cancellation provisions and fees, if applicable under your chosen Rate Plan. To cancel your service with us, call our customer service toll free number during our operating hours to speak with a customer service agent.

SEE YOUR CONTRACT SUMMARY FOR ANY EARLY TERMINATION FEES FOR THE RATE PLAN THAT YOU HAVE CHOSEN.

5. **Billing and Payment.** You will receive your regular bills from your EDC which includes our charges and the EDC’s charges. If your EDC adjusts your meter reading for a previous bill, our charge will also be adjusted accordingly. You agree to pay your total bill amount according to your EDC’s payment terms. Consult with your EDC regarding its policy on late fees and interest, termination of service for non-payment, security deposits, payment plans and other payment and credit terms if applicable.
6. **Customer Information.** By entering into this Agreement you are consenting to your EDC’s release of certain information to us that we need to provide you with service, including, but not limited to, your address, telephone number, account number, historical usage information and peak electricity demand. This information may be used by us and our agents to determine whether we will commence and/or continue to provide our service to you, but will not be disclosed to any unaffiliated party without your consent unless required by law. We will maintain the confidentiality of your personal information as required by applicable PUC regulations and Federal and State laws. This authorization will remain valid for as long as this Agreement is in effect.
7. **Limitation of Liability and Warranty.** **OUR SERVICE IS PROVIDED ON AN “AS IS” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPLICITLY SET FORTH IN THIS AGREEMENT, AND DISCLAIM ALL OTHER WARRANTIES, WHETHER WRITTEN OR VERBAL, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT OUR LIABILITY IN CONNECTION WITH THIS AGREEMENT UNDER ANY AND ALL CIRCUMSTANCES IS LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY YOU, AND WILL NOT EXCEED THE AVERAGE MONTHLY GENERATION CHARGES YOU HAVE PAID TO US DURING THE TWELVE**

(12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF THE LIABILITY. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS OR REVENUES), INCIDENTAL, OR PUNITIVE DAMAGES.

8. **Force Majeure.** We will use commercially reasonable efforts to provide our service. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing our obligations in whole or in part, we may cancel this Agreement at our option, or we will be excused for the duration of such event, and you agree that we will not be liable for damages associated with any delay or failure to perform as a result. The term "Force Majeure" includes, without limitation, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, volcanic eruptions, earthquake, hurricane or other wind conditions, flood, ice or snow storm, explosion, fire, lightning, landslide or other cataclysmic occurrence, shortage or unavailability of transmission facilities, action or inaction by your EDC or a governmental authority, or any change in law or regulation or any other action by a governmental authority that materially impairs our ability to perform our obligations under this Agreement.
9. **Assignment.** We may transfer our rights and obligations to another licensed electricity supplier with 30 days advance notice to you. You may not transfer this Agreement to others. This Agreement will automatically terminate when your account with your EDC is terminated.
10. **Termination by Us.** We may terminate this Agreement without notice if you are in breach of this Agreement. We also may terminate this Agreement at any time for any reason, including a change in any governing law or regulation that prevents us from performing under the terms of this Agreement, by providing you with at least 30 days' written notice. Upon termination of this Agreement by either you or us or for any reason, you will continue to be responsible for all of our charges that you owe.
11. **Dispute Resolution.** In the event of a dispute or disagreement involving our service, write to us or call our customer service toll free number during operating hours to speak with a customer service agent. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in Pennsylvania. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint may be submitted by either party at any time to the Pennsylvania Public Utility Commission at 400 North Street, Harrisburg, PA 17120; 1-800-692-7380; http://www.puc.state.pa.us/filing_resources/filing_complaints.aspx; or you may contact the Pennsylvania Office of Consumer Advocate; www.oca.state.pa.us.
12. **Change in Terms.** Choice Energy may make changes to the contract by providing you with two separate notices before the changes happen, the first notice 45 to 60 days before, and the second notice 30 days before the change becomes effective. These notices will explain your options. For customers who have elected to receive electronic communications from Choice Energy, these notices will be transmitted in the manner chosen by the customer.
13. **Customer Service Contact Information.** Following is our Customer Service Department contact information should you have any question or wish to contact us for any reason.

Mail: 601 SW 9th Street Suite F, Des Moines, IA 50309
Email: CustomerService@4ChoiceEnergy.com
Phone: 1-888-565-4490 (our normal hours of operations are 9:00AM to 5:00PM Central Time)

14. **Electric Distribution Company.** In the event of a power outage, an emergency, a problem with your electric meter or other service needs, contact your EDC at the corresponding telephone number listed below:

Metropolitan Edison Company (Met-Ed): 1-888-544-4877	Pennsylvania Power & Light (PPL): 1-800-342-5775
Pennsylvania Electric Company (PenElec): 1-888-544-4877	PECO Energy (PECO): 1-800-841-4141
15. **Net Metering.** You are required to notify us about your electric generation and net metering equipment, if any, prior to enrollment or, once enrolled with us, you must submit written notification to us at least 60 days prior to installation of net metering equipment. If you fail to provide such notice, we may adjust your supply price or terminate this Agreement upon 30 days' written notice. The PUC regulations do not require Choice Energy to offer net metering service to its customers. Therefore, we reserve the right to terminate a Customer's Agreement upon 30 days' written notice based on the Customer's installation and use of net metering equipment.
16. **Indemnification.** Customer agrees to indemnify, defend, and hold harmless Choice Energy for any liability arising out of Customer's use of electricity supplied by Choice Energy, including, but not limited to, accidents caused by faulty equipment at Customer's premises.

CUSTOMER MAY CANCEL/RESCIND THIS AGREEMENT BY CALLING CHOICE ENERGY'S TOLL-FREE NUMBER AT 1-888-565-4490 WITHIN THREE (3) BUSINESS DAYS FOLLOWING RECEIPT OF THIS DISCLOSURE STATEMENT. After such rescission period, you are deemed to have accepted all terms and conditions set forth above and incorporated herein and caused this Agreement to be executed by such alternative forms of written, oral, or electronic authorization as identified in 52 Pa. Code § 111.7 or as the PUC may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic document completed and uploaded to Choice Energy's website or e-mailed to Choice Energy. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

.....

Choice Energy LLC d/b/a 4 Choice Energy LLC (“Choice Energy”)

Disclosure Statement

Rate Plan Description Addendum

A. Fixed Block Variable Rate Plan – Fixed Block Charge with Variable Rate on Excess Usage

- (a) Price – There is a monthly block charge of a set dollar amount for usage up to a set monthly kWh usage allowance threshold. Any excess usage above this threshold will be charged at a monthly variable price per kWh that is determined at our discretion based on our costs (including but not limited to our electricity wholesale cost, renewable portfolio standard and capacity obligations, energy market related ancillary fees, transmission loss, and our operating expense) and market conditions of your service area.

THE FIXED BLOCK CHARGE WILL REMAIN UNCHANGED FOR THE DURATION OF THE CONTRACT TERM, BUT THE EXCESS USAGE VARIABLE RATE MAY CHANGE MONTHLY WITHOUT ADVANCE NOTICE. EACH MONTHLY BILL WILL SERVE AS NOTIFICATION OF THE EXCESS USAGE VARIABLE RATE CHARGED FOR THE BILLING CYCLE. THERE ARE NO APPLICABLE PRICE RANGES OR CEILINGS ON THE VARIABLE RATE. THERE IS NOT A LIMIT ON HOW MUCH THE VARIABLE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.

- (b) Contract Duration – There is an initial contract term commitment.
- (c) Renewal/Agreement Expiration – When your contract is approaching the end of term, we will send you two renewal options notices: the first notice 45 to 60 days before the term date, and the second notice 30 days before the term date. These notices will include a default renewal rate plan and explain your renewal options going forward. Unless you select other options available at the time, your contract will automatically be renewed with the default renewal rate plan as explained in these renewal notices.
- (d) Cancellation/Early Termination Fee – **THERE IS A CANCELLATION/EARLY TERMINATION FEE.** You will not be charged the cancellation/early termination fee if you cancel after receiving the second renewal options notice from us or during the final 30 days of your initial contract term. If you are enrolled in the default renewal rate plan due to your failure to respond to either of the renewal notices, you may cancel the default renewal rate plan at any time without incurring a cancellation fee.

B. Fixed Rate Plan – Fixed Rate on All Usage

- (a) Price – The fixed rate is an all-inclusive fixed price per kWh.
THE FIXED RATE WILL REMAIN UNCHANGED FOR THE DURATION OF THE CONTRACT TERM.
- (b) Contract Duration – There is an initial contract term commitment.
- (c) Renewal/Agreement Expiration – When your contract is approaching the end of term, we will send you two renewal options notices: the first notice 45 to 60 days before the term date, and the second notice 30 days before the term date. These notices will include a default renewal rate plan and explain your renewal options going forward. Unless you select other options available at the time, your contract will automatically be renewed with the default renewal rate plan as explained in these renewal notices.
- (d) Cancellation/Early Termination Fee – **THERE IS A CANCELLATION/EARLY TERMINATION FEE.** You will not be charged the cancellation/early termination fee if you cancel after receiving the second renewal options notice from us or during the final 30 days of your initial contract term. If you are enrolled in the default renewal rate plan due to your failure to respond to either of the renewal notices, you may cancel the default renewal rate plan at any time without incurring a cancellation fee.

C. Variable Rate Plan – Monthly Variable Rate on All Usage

- (a) Price – The monthly variable rate is an all-inclusive price per kWh that may change each month at our discretion based on our costs (including, but not limited to, our electricity wholesale cost, renewable portfolio standard and capacity obligations, energy market related ancillary fees, transmission loss, and our operating expense) and market conditions of your service area.
THE VARIABLE RATE MAY CHANGE MONTHLY WITHOUT ADVANCE NOTICE. EACH MONTHLY BILL WILL SERVE AS NOTIFICATION OF THE VARIABLE RATE CHARGED FOR THE BILLING CYCLE. THERE ARE NO APPLICABLE PRICE RANGES OR CEILINGS ON THE VARIABLE RATE. THERE IS NOT A LIMIT ON HOW MUCH THE VARIABLE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT.
- (b) Contract Duration – This is a month to month plan with no fixed term commitment.
- (c) Cancellation/Early Termination Fee – **THERE IS NO CANCELLATION/EARLY TERMINATION FEE.**
- (d) Renewal/Agreement Expiration – This is a month-to-month contract automatically renewed each month until cancelled by either party.

THERE IS NO GUARANTEE OF SAVINGS IN ANY GIVEN MONTH. During the term of your contract, your price may be higher or lower than the utility’s price-to-compare, which changes over time. You may obtain 24 months of our overall historical pricing for your rate class and utility service territory on our website or by contacting our customer service at the phone# or email address listed above. **HISTORICAL PRICING IS NOT INDICATIVE OF PRESENT OR FUTURE PRICING.** Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, by contacting the PAPUC at (800) 692-7380, and the PA Office of Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us.

Exhibit C

3/19/2021

Optatus Chaila

**230.00

Two Hundred Thirty and 00/100*****

Optatus Chaila
25 Garden St
Stroudsburg, PA 18360

08063602940002104205-METED

Optatus Chaila

3/19/2021

Choice Energy Customer Refund - METED

230.00

06 Checking - AB 161 08063602940002104205-METED

230.00

Optatus Chaila

3/19/2021

Choice Energy Customer Refund - METED

230.00

06 Checking - AB 161 08063602940002104205-METED

230.00

PENNSYLVANIA PUBLIC UTILITY COMMISSION

FLORENCE R. PARKER CHAILLA,
CLAIMANT,
V.

Docket No. C-2021-3024417

METROPOLITAN EDISON COMPANY AND CHOICE
ENERGY, LLC d/b/a 4 CHOICE ENERGY

RESPONDENTS.

CERTIFICATE OF SERVICE

I, Brian C. Deeney, hereby certify that on May 19, 2021, have served copies of the enclosed
opposition to Claimant's motion for summary judgment via email to:

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