

COMMONWEALTH OF PENNSYLVANIA  
(Public Utility Commission)

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ROBERT NABORN, :  
Complainant, : Case No.:  
vs. : F-2023-3037611  
DIRECT ENERGY SERVICES, LLC :  
AND PECO ENERGY COMPANY, :  
Respondent. :  
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Pages 1 through 100 TELEPHONIC HEARING  
State Office Bldg.  
801 Market Street  
Philadelphia, PA 19107

Monday, April 17, 2023  
Met, pursuant to notice, at 1:39 p.m.

BEFORE: THE HONORABLE ARLENE ASHTON  
Administrative Law Judge

INDEX TO EXHIBITS  
CASE NO.: F-2023-3037611  
Monday, April 17, 2023

EXHIBITS INDEX

EXHIBIT FOR IDENTIFICATION IN EVIDENCE  
COMPLAINANT'S EXHIBITS:

EXHIBIT NUMBER			
1	(September 20 Voicemail transcript)	23	--

PECO EXHIBITS:  
NUMBER

1	(PECO Customer Account Activity Statement)	53	97
3	(July 22, 2022 Customer Bill to Ms. Pronco)	56	97
5	(December 9, 2022 BCS Decision)	57	97
6	(PECO Computer System Printout)	41	97
8	(PECO Call Log Printout)	42	97
9	(July 22, 2022 Customer Contact Printout)	55	97

INDEX TO EXHIBITS (Continued)

CASE NO.: F-2023-3037611  
Monday, April 17, 2023

EXHIBITS INDEX

DIRECT ENERGY EXHIBITS:

NUMBER

1	(January 31, 2023 Enrollment Documents)	68	97
2	(September 19 & 20, 2022 Emails from DES )	73	97
3	(March 2022 Intro Letter and Terms of Service)	79	97

Complainant's Exhibit No. 1

Rob Naborn vs. Direct Energy Services, LLC, and PECO Energy Company (F-2023-3037611)

Via two phone calls from two Direct Energy Services lawyers, one on March 31 (Mr. Bryce Beard, 717-237-6041) and one on April 7 (I believe it was Ms. Karen Moury – phone number 717-571-1420), it was made clear to me that Direct Energy has an interest in settling the matter. When I asked what they understood or meant by 'settling,' they said that I would say that I was happy with the solution they provided and that I would take their name off of the formal complaint.

I was under the impression that no evidence was allowed to be submitted after April 5, but yesterday and even today I received additional information, so I would like to submit the following to pre-empt Direct Energy's argument that they have been cooperating all along.

As stated in the evidence I already submitted, I was contacted on March 23 by Judy from the escalation team at Direct Energy Services LLC, letting me know that it could now allow me to re-enroll on the same conditions as we enrolled in January of 2022. Supposedly this was because they wanted to avoid being part of the formal complaint, but as soon as I had re-enrolled, I found that prices had come down to the level they were in January 2022.

Both Mr Beard and Ms. Moury used as the reason I could re-enroll now (and not in August or September 2022) that this time I formally re-enrolled. During both conversations I pointed out that I was specifically told in September 2022 that I could re-enroll, but that the price would be higher (but still lower than PECO's). During the hearing on April 17, I can play the actual voicemail I received on September 20, of which follows a transcript below. It is clear why I did not re-enroll then.

**Voicemail recorded on September 20, 2022** (from 844-875-2368, Malissa at Direct Energy)

Transcript:

"Hi. Good afternoon. This message is for Mr. Naborn. This is Malissa from Direct Energy. I sent you an email yesterday just to let you know that we had actually escalated your account to our back office to reach out to PECO, to your utility, regarding reinstating your account. We asked them if they would do a courtesy reinstate and we did just hear back from them, late last night I believe it was, that they responded that they are unable to do so. So they have declined our request. I was calling to follow up with you on that.

I did pull up the Pennsylvania Gas Switch.com site and plugged in your zip code. It does appear that we do have a rate that is lowest. **The lowest on the site is \$0.709 per CCF. You can either go to Direct Energy's direct website and enroll in that, or go to that Pennsylvania Gas Switch site, and you can compare what the current pricing is for everybody. PECO is currently at \$0.8179** so if you'd like to enroll, those are the options that you have. You can go to the Switch site or go to our website directly, or you can give us a call. I am at our main customer service number.

I just wanted to follow up with you to let you know that PECO has declined to honor our request to reinstate your account. I will be sending a response to the Pennsylvania Public Utility Commission, and I am sure they will be in touch with you once they receive our investigation. If you have any questions, please don't hesitate to call me at 844-875-2368, reference number 890281. I am available Monday through Friday 8:30am to 5pm CT. Thank you."



Direct Dial: 267-533-1830  
khadijah.scott@exeloncorp.com

April 12, 2023

**VIA E-MAIL**

Honorable Arlene Ashton  
PA Public Utility Commission  
801 Market Street, Suite 4063  
Philadelphia, PA 19107

**RE: Rob Naborn v. PECO Energy Company, et al.  
Docket No. F-2023-3037611  
Date of Hearing: March 17<sup>th</sup> 2023 @ 1:30 p.m.**

Dear Judge Ashton:

Enclosed please find a copy of PECO Energy Company's updated Exhibits 1 through 7 which it intends to use in the above referenced hearing. By copy of this letter, I am sending a copy of same to the Complainant.

Please call my direct dial number if you have any questions regarding this case.

Respectfully submitted,

A handwritten signature in blue ink that reads "Khadijah Scott". The signature is written in a cursive, flowing style.

Khadijah Scott

KS/ab  
Enclosure

Cc: Rob Naborn (via email)  
Bryce R Beard Esquire (via email)

# **EXHIBIT 1**

\*\*\* Account Information \*\*\*

Account Number: 85620-00109  
 Account Status: Active  
 Requested By: CINDY PRONKO  
 (215)481-0753 Extension:  
 Mail To: CINDY PRONKO  
 307 RUNNYMEDE AVE  
 JENKINTOWN PA 19046

\*\*\* Current Account Status \*\*\*

Current Bill: \$241.84  
 Billed Prior: \$0.00  
 Balance Due: \$241.84  
 Service Address: 307 RUNNYMEDE AV  
 JENKINTOWN PA 19046  
 Credit Amount: \$0.00  
 Deposit Requested: \$0.00  
 Deposit On-Hand: \$0.00  
 Meter Bill Grp: 16  
 Rate: Gas Residential Heating Service  
 Electric Residential Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
04/07/21	Payment					\$187.19						
04/21/21	GAS SERVICE	03/22/21 04/20/21	3982	018788820	\$32.08							
04/21/21	GAS-Dominion Energy Solutions, LLC				\$20.16							
04/21/21	ELECTRIC SERVICE	03/22/21 04/20/21	61077	117584825	\$27.85							
04/21/21	ELE-Better Buy Energy				\$16.79							
04/21/21	Regular Bill						\$96.88		05/13	267	48	
04/28/21	Payment					\$96.88						
05/20/21	GAS SERVICE	04/20/21 05/19/21	4036	018788820	\$34.56							
05/20/21	GAS-Dominion Energy Solutions, LLC				\$22.68							
05/20/21	ELECTRIC SERVICE	04/20/21 05/19/21	61415	117584825	\$32.58							
05/20/21	ELE-Better Buy Energy				\$21.26							
05/20/21	Regular Bill						\$111.08		06/11	338	54	
05/28/21	Payment					\$111.08						
06/21/21	GAS SERVICE	05/19/21 06/18/21	4061	018788820	\$22.55							
06/21/21	GAS-Dominion Energy Solutions, LLC				\$10.50							
06/21/21	ELECTRIC SERVICE	05/19/21 06/18/21	62075	117584825	\$53.43							
06/21/21	ELE-Better Buy Energy				\$41.51							
06/21/21	Regular Bill						\$127.99		07/13	660	25	
06/29/21	Payment					\$127.99						
07/22/21	GAS SERVICE	06/18/21 07/20/21	4077	018788820	\$18.94							
07/22/21	GAS-Dominion Energy Solutions, LLC				\$6.72							
07/22/21	ELECTRIC SERVICE	06/18/21 07/20/21	63238	117584825	\$85.78							
07/22/21	ELE-Better Buy Energy				\$73.15							
07/22/21	Regular Bill						\$184.59		08/13	1163	16	
08/05/21	Payment					\$184.59						
08/19/21	GAS SERVICE	07/20/21 08/18/21	4083	018788820	\$16.47							
08/19/21	GAS-Dominion Energy Solutions, LLC				\$2.52							
08/19/21	ELECTRIC SERVICE	07/20/21 08/18/21	64142	117584825	\$68.94							
08/19/21	ELE-Better Buy Energy				\$56.86							
08/19/21	Regular Bill						\$144.79		09/10	904	6	
08/30/21	Payment					\$144.79						
09/21/21	GAS SERVICE	08/18/21 09/17/21	4089	018788820	\$16.46							
09/21/21	GAS-Dominion Energy Solutions, LLC				\$2.52							
09/21/21	ELECTRIC SERVICE	08/18/21 09/17/21	65198	117584825	\$78.82							
09/21/21	ELE-Better Buy Energy				\$66.42							
09/21/21	Regular Bill						\$164.22		10/13	1056	6	
10/04/21	Payment					\$164.22						
10/20/21	GAS SERVICE	09/17/21 10/18/21	4095	018788820	\$16.45							
10/20/21	GAS-Dominion Energy Solutions, LLC				\$2.52							
10/20/21	ELECTRIC SERVICE	09/17/21 10/18/21	65981	117584825	\$61.32							
10/20/21	ELE-Better Buy Energy				\$49.25							
10/20/21	Regular Bill						\$129.54		11/12	783	6	
10/27/21	Payment					\$129.54						
11/18/21	GAS SERVICE	10/18/21 11/16/21	4146	018788820	\$37.68							
11/18/21	GAS-Dominion Energy Solutions, LLC				\$21.42							
11/18/21	ELECTRIC SERVICE	10/18/21 11/16/21	66471	117584825	\$42.16							
11/18/21	ELE-Better Buy Energy				\$30.82							
11/18/21	Regular Bill						\$132.08		12/10	490	51	
12/02/21	Payment					\$132.08						
12/21/21	GAS SERVICE	11/16/21 12/17/21	4254	018788820	\$64.68							
12/21/21	GAS-Dominion Energy Solutions, LLC				\$45.36							

\*\*\* Account Information \*\*\*

Account Number: 85620-00109  
 Account Status: Active  
 Requested By: CINDY PRONKO  
 (215)481-0753 Extension:  
 Mail To: CINDY PRONKO  
 307 RUNNYMEDE AVE  
 JENKINTOWN PA 19046

\*\*\* Current Account Status \*\*\*

Current Bill: \$241.84  
 Billed Prior: \$0.00  
 Balance Due: \$241.84  
 Service Address: 307 RUNNYMEDE AV  
 JENKINTOWN PA 19046  
 Credit Amount: \$0.00  
 Deposit Requested: \$0.00  
 Deposit On-Hand: \$0.00  
 Meter Bill Grp: 16  
 Rate: Gas Residential Heating Service  
 Electric Residential Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
12/21/21	ELECTRIC SERVICE	11/16/21 12/17/21	66854	117584825	\$35.15							
12/21/21	ELE-Better Buy Energy				\$24.09							
12/21/21	Regular Bill						\$169.28		01/12	383	108	
01/11/22	Payment					\$169.28						
01/25/22	GAS SERVICE	12/17/21 01/21/22	4413	018788820	\$88.98							
01/25/22	GAS-Dominion Energy Solutions, LLC				\$66.78							
01/25/22	ELECTRIC SERVICE	12/17/21 01/21/22	67376	117584825	\$46.64							
01/25/22	ELE-Better Buy Energy				\$32.83							
01/25/22	Regular Bill						\$235.23		02/16	522	159	
02/02/22	Payment					\$235.23						
02/24/22	GAS SERVICE	01/21/22 02/23/22	4588	018788820	\$96.59							
02/24/22	GAS-Dominion Energy Solutions, LLC				\$73.50							
02/24/22	ELECTRIC SERVICE	01/21/22 02/21/22	67796	117584825	\$41.56							
02/24/22	ELE-Better Buy Energy				\$26.42							
02/24/22	Regular Bill						\$238.07		03/18	420	175	
03/03/22	Payment					\$238.07						
03/24/22	GAS SERVICE	02/23/22 03/22/22	4671	018788820	\$53.56							
03/24/22	GAS-Direct Energy Services				\$44.74							
03/24/22	ELECTRIC SERVICE	02/21/22 03/22/22	68140	117584825	\$35.94							
03/24/22	ELE-Better Buy Energy				\$21.64							
03/24/22	Regular Bill						\$155.88		04/18	344	83	
04/04/22	Payment					\$155.88						
04/22/22	GAS SERVICE	03/22/22 04/20/22	4745	018788820	\$50.62							
04/22/22	GAS-Direct Energy Services				\$39.89							
04/22/22	ELECTRIC SERVICE	03/22/22 04/20/22	68437	117584825	\$32.41							
04/22/22	ELE-Better Buy Energy				\$18.68							
04/22/22	Regular Bill						\$141.60		05/16	297	74	
04/28/22	Payment					\$141.60						
05/23/22	GAS SERVICE	04/20/22 05/19/22	4783	018788820	\$32.88							
05/23/22	GAS-Direct Energy Services				\$20.48							
05/23/22	ELECTRIC SERVICE	04/20/22 05/19/22	68734	117584825	\$32.40							
05/23/22	ELE-Better Buy Energy				\$18.68							
05/23/22	Regular Bill						\$104.44		06/14	297	38	
06/01/22	Payment					\$104.44						
06/22/22	GAS SERVICE	05/19/22 06/20/22	4789	018788820	\$17.15							
06/22/22	GAS-Direct Energy Services				\$3.23							
06/22/22	ELECTRIC SERVICE	05/19/22 06/20/22	69255	117584825	\$49.39							
06/22/22	ELE-Better Buy Energy				\$32.77							
06/22/22	Regular Bill						\$102.54		07/14	521	6	
07/07/22	Payment					\$102.54						
07/22/22	GAS SERVICE	06/20/22 07/20/22	4793	018788820	\$15.71							
07/22/22	GAS-Direct Energy Services				\$2.16							
07/22/22	ELECTRIC SERVICE	06/20/22 07/20/22	69969	117584825	\$64.26							
07/22/22	ELE-Better Buy Energy				\$44.91							
07/22/22	Regular Bill						\$127.04		08/15	714	4	
08/02/22	ELECTRIC SERVICE	07/20/22 07/28/22	70255	117584825	\$24.35							
08/02/22	ELE-Better Buy Energy				\$17.99							
08/02/22	Regular Bill						\$169.38		08/24	286		
08/12/22	Payment					\$169.38						
08/24/22	GAS SERVICE	07/20/22 08/22/22	4795	018788820	\$14.75							
08/24/22	GAS-Direct Energy Services				\$1.08							

\*\*\* Account Information \*\*\*

Account Number: 85620-00109  
 Account Status: Active  
 Requested By: CINDY PRONKO  
 (215)481-0753 Extension:  
 Mail To: CINDY PRONKO  
 307 RUNNYMEDE AVE  
 JENKINTOWN PA 19046

\*\*\* Current Account Status \*\*\*

Current Bill: \$241.84  
 Billed Prior: \$0.00  
 Balance Due: \$241.84  
 Service Address: 307 RUNNYMEDE AV  
 JENKINTOWN PA 19046  
 Credit Amount: \$0.00  
 Deposit Requested: \$0.00  
 Deposit On-Hand: \$0.00  
 Meter Bill Grp: 16  
 Rate: Gas Residential Heating Service  
 Electric Residential Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
08/24/22	ELECTRIC SERVICE	07/28/22 08/18/22	70806	117584825	\$90.93							
08/24/22	Regular Bill						\$106.76		09/15	551	2	
08/31/22	Payment											
09/19/22	GAS SERVICE	08/22/22 09/19/22	4800	018788820	\$20.30							
09/19/22	ELECTRIC SERVICE	08/18/22 09/19/22	71619	117584825	\$140.89							
09/19/22	Regular Bill						\$161.19		10/11	813	5	
10/03/22	Payment											
10/18/22	GAS SERVICE	09/19/22 10/18/22	4822	018788820	\$42.40							
10/18/22	ELECTRIC SERVICE	09/19/22 10/18/22	71940	117584825	\$61.99							
10/18/22	Regular Bill						\$104.39		11/09	321	22	
10/26/22	Payment											
11/16/22	GAS SERVICE	10/18/22 11/16/22	4866	018788820	\$71.01							
11/16/22	ELECTRIC SERVICE	10/18/22 11/16/22	72323	117584825	\$71.94							
11/16/22	Regular Bill						\$142.95		12/08	383	44	
11/28/22	Payment											
12/19/22	GAS SERVICE	11/16/22 12/19/22	4998	018788820	\$179.97							
12/19/22	ELECTRIC SERVICE	11/16/22 12/19/22	72878	117584825	\$106.71							
12/19/22	Regular Bill						\$286.68		01/10	555	132	
01/19/23	Payment											
01/20/23	GAS SERVICE	12/19/22 01/20/23	5129	018788820	\$183.23							
01/20/23	ELECTRIC SERVICE	12/19/22 01/20/23	73636	117584825	\$142.71							
01/20/23	Regular Bill						\$325.94		02/13	758	131	
02/02/23	Payment											
02/20/23	GAS SERVICE	01/20/23 02/20/23	5254	018788820	\$180.41							
02/20/23	ELECTRIC SERVICE	01/20/23 02/20/23	74224	117584825	\$113.71							
02/20/23	Regular Bill						\$294.12		03/14	588	125	
02/28/23	Payment											
03/21/23	GAS SERVICE	02/20/23 03/21/23	5362	018788820	\$148.04							
03/21/23	ELECTRIC SERVICE	02/20/23 03/21/23	74702	117584825	\$93.80							
03/21/23	Regular Bill						\$241.84		04/12	478	108	

## **EXHIBIT 3**

Name: CINDY PRONKO  
 Account Number: 85620-00109  
 Phone Number: 215-481-0753  
 Service Address: 307 Runnymede Av, Jenkintown

**Emergency and Repair**

800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

**Billing Summary**

Bill Date 07/22/2022

Thank you for your payment of \$102.54 on 07/07/2022

**Current Period Charges**

Electric	\$109.17
Gas	\$17.87
<b>Total New Charges</b>	<b>\$127.04</b>

**Total Amount Due on 08/15/2022 \$127.04**

**General Information**

Next scheduled meter reading: 08/22/2022

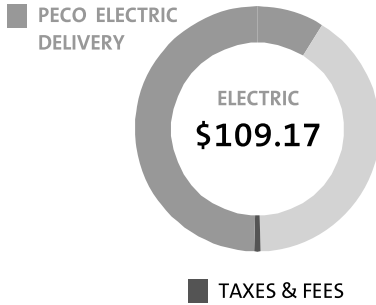
1-800-494-4000

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

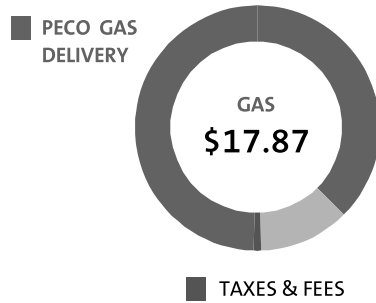
[peco.com/service](http://peco.com/service)

**Customer Self Service - Manage Your Account 24/7**

Start, stop and move your service



**ELECTRIC SUPPLY**  
**Better Buy Energy**  
 6555 Sierra Drive  
 Irving TX 75039  
 833-200-9829



**GAS SUPPLY**  
**Direct Energy Services**  
 PO Box 180  
 Tulsa OK 74101  
 888-734-0741

Online: [peco.com](http://peco.com)

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
 2301 Market Street  
 Philadelphia, PA 19103-1380

**Pay Today!**

[peco.com/ebill](http://peco.com/ebill)

Go paperless: receive and pay your bill online.

0021186 01 AV 0.455 \*\*AUTO T6 0 8842 19046-202207 -C01-B1-P21207-11234 6



CINDY PRONKO  
 307 RUNNYMEDE AVE  
 JENKINTOWN, PA 19046-2022

- Enroll in Automatic Payment. *Complete form on reverse side.*
- Pledge a donation to MEAF. *Complete form on reverse side.*

**Account # 85620-00109**

877-432-9384

Pay by phone, a convenience fee will apply.

**Please pay this amount by 08/15/2022 \$127.04**

**Payment Amount \$**  .



PECO - Payment Processing  
 PO Box 37629  
 Philadelphia, PA 19101-0629

856200010901001270422270127045

8842-01-0021186-0001-0027965

Account Number: **85620-00109**

**Meter Information**

Read Dates	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Total Usage
				Previous	Present			
06/20-07/20	117584825	General Service	Tot kWh	69255 Actual	69969 Actual	714	1	714
06/20-07/20	018788820	General Service	Total Ccf	4789 Actual	4793 Actual	4	1	4

Total kWh Used: 714

Total Ccf Used: 4



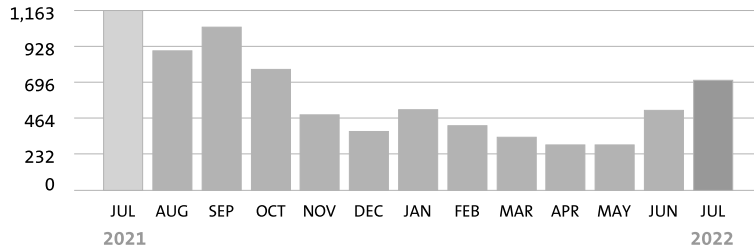
**Electric Residential Service**

Service Period 06/20/2022 to 07/20/2022 - 30 days

PECO ELECTRIC DELIVERY	\$64.27
Customer Charge	10.51
Distribution Charges	714 kWh X 0.07530 53.76
ELECTRIC SUPPLY	\$44.91
Better Buy Energy Charges (833-200-9829)	
Generation & Transmission Charges 714.00 KWH x \$0.0629	44.91
TAXES & FEES	-\$0.01
State Tax Adjustment	-0.01
<b>Total Current Charges</b>	<b>\$109.17</b>

**Your Usage Profile**  
ANNUAL ELECTRIC USAGE

peco.com/smartideas  
Save energy and money



Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	714	23.8	30	78
Last Month	521	16.3	32	74
Last Year	1,163	36.3	32	78

Avg kWh per Month	560
Total Annual kWh Usage	6,731

**Message Center**

From PECO:

New charges contain estimated total state taxes of \$4.70, including \$6.44 for State Gross Receipts Tax.

**Your estimated electric price to compare is \$0.0764 per kWh.** This may change in March, June, September and December. For more information and supplier offers visit [PAPowerSwitch.com](http://PAPowerSwitch.com) and [oca.state.pa.us](http://oca.state.pa.us).

**Your estimated gas price to compare for your rate class is \$0.8346 per Ccf.** This may change in March, June, September and December. For more information on how to shop for natural gas visit [PaGasSwitch.com](http://PaGasSwitch.com) and [oca.state.pa.us](http://oca.state.pa.us).

**Shopping Information Box**

When shopping for a competitive electric/natural gas supplier, please provide the following:

**Account Number: 85620-00109**  
**Electric Rate:** Electric Residential Service  
**Gas Rate:** Gas Residential Heating Service

If you are purchasing the energy you use from a competitive supplier, it is important to understand the terms of your contract and expiration date.



**Gas Residential Heating Service**

Service Period 06/20/2022 to 07/20/2022 - 30 days

PECO GAS DELIVERY	\$15.56
Customer Charge	13.63
Distribution Charges	4 Ccf X 0.43295 1.73
Balancing Service Charges	4 Ccf X 0.04925 0.20
GAS SUPPLY	\$2.16



Direct Energy Services Charges (888-734-0741)  
4 therm @ 0.539000 2.16

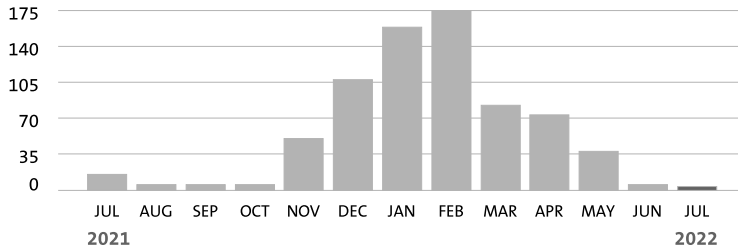


Account Number: **85620-00109**

TAXES & FEES	\$0.15
Federal Tax Adjustment	0.14
State Tax Adjustment	0.01
<b>Total Current Charges</b>	<b>\$17.87</b>

**Your Usage Profile**  
ANNUAL GAS USAGE


[peco.com/smartideas](http://peco.com/smartideas)  
Save energy and money





Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	4	0.1	30	78
Last Month	6	0.2	32	74
Last Year	16	0.5	32	78
Avg Ccf per Month	59			
Total Annual Ccf Usage	716			


8842-01-0021186-0002-0027966

**Ways to Pay**

 **Online**  
Visit [peco.com/paybill](http://peco.com/paybill) where you can enroll in AutoPay, or make a one-time payment using your credit card or bank account.

 **Mobile App**  
Download the PECO mobile app for your Apple or Android device for the quickest and easiest way to manage your account and pay bill with one swipe of the finger.

 **Mail**  
Mail checks payable to PECO and write your account # on your check. Make sure to include the tear-off portion of your bill at the bottom of page 1.

 **Phone**  
Call 1-877-432-9384 to make a payment with a credit card, debit card, or your bank account.\*



\* Fees apply for card & phone payments.  
No fees apply when you create a PECO My Account and pay using your bank account

# **EXHIBIT 5**



March 30, 2023

**BCS Decision Report**

**BCS Case #:** 003864366 **Open Date:** 2022-09-14  
**Customer Name:** ROB NABORN  
**Service Address:** 307 RUNNYMEDE AVE

JENKINTOWN, PA 19046 2022  
**BCS Bill Account #:** 8888888888 **Previous Case #:**  
**Violation Type:** NO **Chapter Type:**  
**Decision Type:** W **Section / Rule:**  
**Investigator Name:** ALISON HARING

**Decision Issued Date:**  
**Case Closed Date:** 2022-12-09

**Letter Description:**

**Total Balance:** \$161.19 **Balance Date:** 2022-09-30  
**Amount to Restore Service:** \$0.00 **Amount to Continue Service:** \$0.00  
**Date Payment Due:** **Regular Budget Amount:** \$0.00  
**Special Budget Payment:** \$0.00 **Final Bill Monthly Payment:** \$0.00  
**Plus Arrears Payment:** \$0.00 **End of Month Payment:** \$0.00  
**Current Monthly Payment:** \$0.00  
**Payment Terms:**

**PAR Description:**

**Resolution Description:**

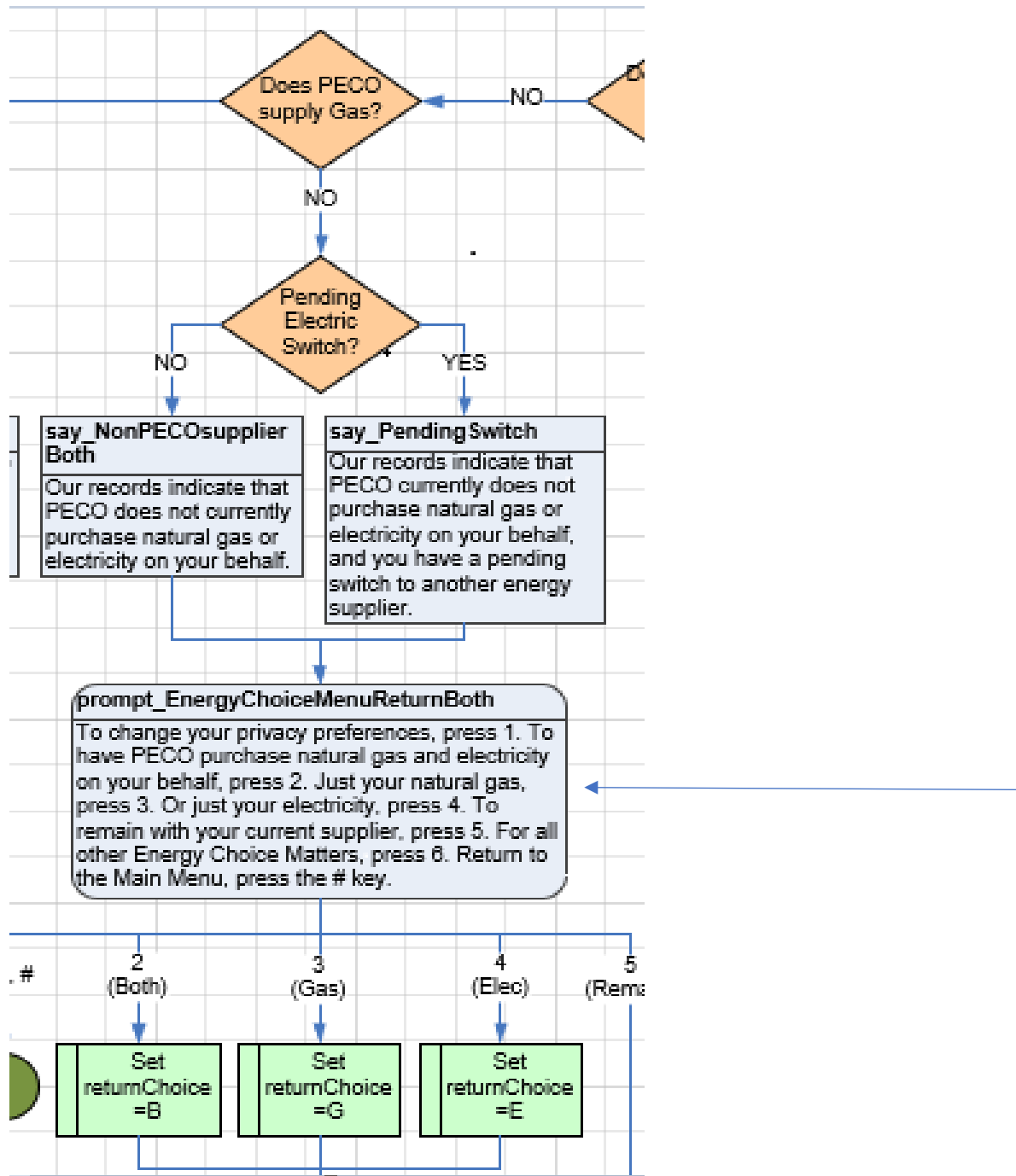
DECISION ISSUED: THE CUSTOMER'S GAS SUPPLY WITH DIRECT ENERGY WAS CANCELLED, PER THE CUSTOMER'S REQUEST VIA THE INTERACTIVE VOICE RESPONSE SYSTEM, EFFECTIVE 08/22/2022. PECO ENERGY AND DIRECT ENERGY ARE SEPARATE ENTITIES. PECO ENERGY DOES NOT HAVE JURISDICTION OVER THE RATE AND CONTRACTS OF SUPPLIERS. RE-ENROLLMENT OF THE CUSTOMER'S GAS ACCOUNT WOULD BE AT THE DISCRETION OF DIRECT ENERGY. THE BUREAU OF CONSUMER SERVICES DOES NOT HAVE JURISDICTION OVER ISSUES CONCERNING COMPANY'S INTERACTIVE VOICE RESPONSE SYSTEM. CASE DISMISSED.

# **EXHIBIT 6**

ROBERT NABORN AND CYNTHIA PRONKO

DOCKET NO. F-2023-3037611

INTERACTIVE VOICE RESPONSE (“IVR”) SYSTEM - SUPPLIER SWITCH SCRIPT



# **EXHIBIT 8**

call_key	node_name	Prompt	utterance
#####	say_MainGreet	Welcome to PECO.	NA
#####	prompt_BroadcastMssg1	**Whichever 'strategy' or broadcast message PECO configures in the Admin UI**	NULL
#####	prompt_EmergencyMenu2	If you smell gas or need to report a gas emergency, press 1. For Electrical Issues or Power Outages, press 2. To Pay Now, press 3. For everything else, including payment extensions and payment arrangements, press 4.	NULL
#####	prompt_EmergencyMenu2	If you smell gas or need to report a gas emergency, press 1. For Electrical Issues or Power Outages, press 2. To Pay Now, press 3. For everything else, including payment extensions and payment arrangements, press 4.	NULL
#####	say_IDVTransition	In order to process your call, I'll need to look up your account.	NA
#####	prompt_ConfirmStreetNameIDV	Are the first 5 letters of the street name for your service address [playback first 5 letters and/or numbers of street name e.g. M-A-P-L-E ]?  Please say 'yes' or 'no'.	yes
#####	prompt_AddANI	I see you're calling from a phone that's not associated with your PECO account. Would you like to add this phone number [ani e.g. 617-824-7488]?  Please say yes or no.	yes
#####	say_PhoneUpdated	Thank you. Phone number [ani e.g. 617-824-7488] has been added to your account profile. (brief pause) Now, let's proceed with your call.	NA
#####	prompt_MainMenu	Main Menu. You can say: 'Balance Information', 'Billing and Payments' or, 'Stop/Start Service'. Or if none of these apply, say 'more options'.	more options
#####	prompt_MoreOptionsNL	Ok, in just a few words, please tell me the reason for your call.	switch provider
#####	say_NonPECOsupplierBoth	Our records indicate that PECO does not currently purchase natural gas or electricity on your behalf.	NA
#####	prompt_EnergyChoiceMenuReturnBoth	To change your privacy preferences, press 1. To have PECO purchase natural gas and electricity on your behalf, press 2. Just your natural gas, press 3. Or just your electricity, press 4. To remain with your current supplier, press 5. For all other Energy Choice Matters, press 6. Return to the Main Menu, press the # key.	2
#####	prompt_ReturnEarlyTermFeesYN	Please note that if you switch back to PECO, you may be subject to early cancellation fees from your current competitive energy supplier. Please check with your supplier for more details. You can find your supplier's phone number on your PECO bill. Do you wish to continue with your Return to PECO?	yes
#####	say_ReturnDate	PECO will begin to purchase energy on your behalf beginning on [RTP.DtEff].	NA
#####	prompt_ReturnToPECOrtmenu	If this satisfies the reason for your call, simply hang up and thanks for calling PECO! You can also say 'Main Menu.'	main menu
#####	prompt_MainMenu	Main Menu. You can say: 'Balance Information', 'Billing and Payments' or, 'Stop/Start Service'. Or if none of these apply, say 'more options'.	more options
#####	prompt_MoreOptionsNL	Ok, in just a few words, please tell me the reason for your call.	street change electricity provider
#####	say_NonPECOsupplierBoth	Our records indicate that PECO does not currently purchase natural gas or electricity on your behalf.	NA
#####	prompt_EnergyChoiceMenuReturnBoth	To change your privacy preferences, press 1. To have PECO purchase natural gas and electricity on your behalf, press 2. Just your natural gas, press 3. Or just your electricity, press 4. To remain with your current supplier, press 5. For all other Energy Choice Matters, press 6. Return to the Main Menu, press the # key.	4
#####	prompt_ReturnEarlyTermFeesYN	Please note that if you switch back to PECO, you may be subject to early cancellation fees from your current competitive energy supplier. Please check with your supplier for more details. You can find your supplier's phone number on your PECO bill. Do you wish to continue with your Return to PECO?	yes
#####	say_ReturnToPECOFail	I'm sorry. I was unable to complete your transaction.	NA
#####	say_PECOTransfer	To keep our technicians safe while in your home, please maintain social distancing and ensure your pets are secure. If you or anyone in your home are experiencing COVID-19 symptoms, have been exposed to the virus, or have been asked to self-quarantine, please inform our Customer Care representative. This will allow our technicians to take proper precautions when responding. Please wait while we transfer you. Your call may be recorded.	NA

response
NA
NULL
NULL
NULL
NA
yes
yes
NA
more_options
SUPPLIER
NA
peco
yes
NA
mainmenu
more_options
SUPPLIER
NA
electricity
yes
NA
NA

# **EXHIBIT 9**

Robert Naborn and Cynthia Pronko

Docket No. F-2023-3037611 – Customer Contacts

Account 85620-00109 for CINDY PRONKO PECO

Select Customer Contact for CINDY PRONKO

Contact Edit Actions Help

Contacted	Type
08/25/22	OSC Incident Request
08/25/22	Billing Issues
08/25/22	Billing Issues
08/25/22	Billing Issues
07/22/22	Credit Issues
07/22/22	Rate Case Inquiry
07/22/22	Rate Case Inquiry
07/22/22	Electric Drop Enrollment
07/22/22	Drop (enrollment)
07/22/22	Add TCPA Consent
02/07/22	Supplier Enrollment
08/05/21	Payment Method Added
08/05/21	SMS Message Sent
08/05/21	Payment Submitted

Comments:

Return to PECO & Drop letter sent

Select Customer Contact for CINDY PRONKO

Contact Edit Actions Help

Contacted	Type
08/25/22	OSC Incident Request
08/25/22	Billing Issues
08/25/22	Billing Issues
08/25/22	Billing Issues
07/22/22	Credit Issues
07/22/22	Rate Case Inquiry
07/22/22	Rate Case Inquiry
07/22/22	Electric Drop Enrollment
07/22/22	Drop (enrollment)
07/22/22	Add TCPA Consent
02/07/22	Supplier Enrollment
08/05/21	Payment Method Added
08/05/21	SMS Message Sent
08/05/21	Payment Submitted

Comments:

calling because he was trying to return to peco for electric only but via ivr he was returned for gas and electric. Informed him that via the system it will not allow us to rescind the order. Referred to supplier- he was upset because he said they will not give him the same terms. Apologized

Bryce R. Beard  
717.237.6041  
bbeard@eckertseamans.com

April 10, 2023

**Via Email**

Administrative Law Judge Arlene Ashton  
c/o Pamela McNeal  
Pennsylvania Public Utility Commission  
Office of Administrative Law Judge  
801 Market Street, Suite 4063  
Philadelphia, PA 19107  
[pmcneal@pa.gov](mailto:pmcneal@pa.gov)

RE: Robert Naborn v. Direct Energy Services LLC and PECO Energy Company  
Docket No. F-2023-3037611

Dear Judge Ashton:

Per the Prehearing Order dated March 9, 2023, enclosed please find the proposed hearing exhibits that Direct Energy Services LLC (“DES”) may present into evidence during the telephonic hearing scheduled for Monday, April 17, 2023 at 1:30 p.m., in the above-referenced proceeding.

<b>DES Hearing Exhibits:</b>	
1	January 31, 2022 Enrollment Intro Letter and TOS
2	September 2022 Email correspondence RE enrollment and account
3	March 23, 2023 Enrollment Intro Letter and TOS

Please contact me with any questions or concerns. Thank you.

Sincerely,

*Bryce R. Beard*

Bryce R. Beard

cc: Certificate of Service (with Enclosures)

# DES Exhibit 1

January 31, 2022 Enrollment  
Intro Letter and Terms of Service



We're glad you're with us.

P.O. Box 180  
Tulsa, OK 74101-0180

Cindy Pronko  
307 Runnymede Ave  
Jenkintown, PA 19046

January 31, 2022

Hi Cindy,

Thank you for choosing Direct Energy! By switching to us, you've joined thousands of Pennsylvania customers who have selected Direct Energy.

You'll rest easy knowing that Direct Energy is one of the largest providers of natural gas, electricity and related services in North America, with more than 6 million customers, a service area spanning all 50 states, the District of Columbia and 10 Canadian provinces. This allows us to design plans that give you a range of options to meet your energy needs.

Enclosed you'll find everything you need to know about your Natural Gas contract, including your rights as a customer and pricing information. We have received your contract and it is currently being processed with your utility. Following the acceptance of your enrollment, your service will begin within 1-2 billing cycles.

The bill you receive from your utility company will remain the same, but your Natural Gas supply charge will now be from Direct Energy.

### Questions?

If you have questions about your enrollment, visit [directenergy.com](https://www.directenergy.com) or call us directly at **1-888-734-0741**. Our Customer Care team is available to assist you Monday through Friday from 8 a.m. - 8 p.m. EST and Saturday from 8 a.m. - 5 p.m. EST.

And again, thank you for choosing Direct Energy.

Sincerely,  
Direct Energy



### PRICE PROTECTION

Your new plan will begin within  
1-2 billing cycles\*.



### CONTACT US

[directenergy.com](https://www.directenergy.com)

**1-888-734-0741**

Monday through Friday from 8 a.m. -  
8 p.m. EST and Saturday from 8 a.m.

\*Service will begin depending on your billing cycle or utility territory, as determined by your local utility company. If Direct Energy does not appear on your bill after three months, please call 1-888-734-0741, Monday through Friday, 8:00 a.m. to 8:00 p.m. EST, and Saturday, 8:00 a.m. to 5:00 p.m. EST.

**Verify your information**

Please verify that your name, address, utility company and utility account number shown on this letter are correct. If you need to update your information, please contact our Customer Care Department at 1-888-734-0741

**Overview of Account**

**Your Account Information**

**Account Breakdown**

**Natural Gas**

PECO

*Utility Account Number:*

8562000109

*Service Address:*

307 Runnymede Ave

Jenkintown, PA 19046

**Terms and Conditions**

The Terms and Conditions are included in this package. Please review all the information contained in this package and retain it for your records.

Commodity: Natural Gas

Rate plan selected: Fixed, \$0.53900

Effective through: 30 billing cycles

Early cancellation fee of: \$000.00

Rescission Notice: You have within 3 business days from the date you received this letter to rescind your decision to switch to Direct Energy. Please contact us at 1-888-734-0741, if you would like to rescind.

## SCHEDULE A TO TERMS AND CONDITIONS

### CONTRACT SUMMARY

Natural Gas supply service in  
PECO

<b>NATURAL GAS GENERATION SUPPLIER INFORMATION</b>	<p>Direct Energy Services, LLC PO BOX 180, Tulsa, OK 74101-0180 Telephone No.: 1-888-734-0741 (M-F 8am-8pm ET; Sat. 8am-5pm ET) www.directenergy.com</p> <p>Direct Energy is responsible for the natural gas generation service charges.</p>
<b>NATURAL GAS PRICE STRUCTURE</b>	<p>During the Contract Duration, the rate for natural gas supply service per CCF is fixed. Please see the Terms and Conditions for further information.</p>
<b>NATURAL GAS SUPPLY PRICE</b>	<p>Fixed, \$0.53900 per CCF.</p>
<b>STATEMENT REGARDING SAVINGS</b>	<p>Direct Energy does not guarantee any savings during the Contract Duration.</p>
<b>INCENTIVES</b>	<p>Please refer to your Account Breakdown on page two (2) and/or page three (3) of this letter for a list of all incentives of which you are currently eligible.</p> <p>If this box <input type="checkbox"/> is checked, you chose the Connect to Comfort Plan!</p>
<b>CONTRACT START DATE</b>	<p>The Contract Duration of this Agreement will start on the next available meter read date after your natural gas generation supplier is changed to Direct Energy by your NGDC.</p>
<b>CONTRACT DURATION / LENGTH</b>	<p>30 monthly billing cycles.</p>
<b>CANCELLATION / EARLY TERMINATION FEES (PER ACCOUNT)</b>	<p>\$0</p>
<b>END OF CONTRACT</b>	<p>You will receive two separate separate notices before the Contract ends or if changes happen to your terms of service. You will receive the first notice 60-75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you do not cancel the contract or switch to another provider before the expiration of your contract, your service will continue at the price and contract duration indicated in the second notice.</p>

## PENNSYLVANIA RESIDENTIAL & SMALL COMMERCIAL TERMS AND CONDITIONS

Natural Gas Supply Service

Direct Energy Services, LLC

**1. Terms of Service.** These Terms and Conditions together with the Contract Summary (defined below), which is incorporated herein by reference, constitute the agreement ("Agreement" or "Contract") between you and Direct Energy Services, LLC ("Direct Energy"). "Contract Summary" means, as applicable, either the section of the enrollment consent form/letter of authorization entitled 'Contract Summary' or the Schedule A accompanying these Terms and Conditions entitled 'Contract Summary – Schedule A to Terms and Conditions'.

**2. Agreement and Appointment of Agent.** This is an agreement for Direct Energy Services, LLC to be your exclusive agent and supplier for natural gas supply service. Direct Energy Services, LLC, is licensed by the Pennsylvania Public Utility Commission ("PUC") to provide natural gas supply service. Our PUC license number is A-125135.

**3. Contract Duration.** The duration of this Contract will begin on the meter read date that your natural gas supplier is changed to Direct Energy by the Natural Gas Distribution Company ("NGDC") and continue for the number of billings cycles set forth in the Contract Summary ("Contract Duration"). When the Contract Duration ends, you will receive two (2) separate notices. If you do not cancel the Contract or switch to another provider before the expiration of your contract, your service will continue on a month-to-month basis, as described in the Contract Summary and in Section 7. This Agreement will be effective during the Contract Duration and through any of the subsequent service periods, subject to the cancellation provisions of Sections 5 through 8 below.

**4. Commodity Charge, Billing and Payment.** You will pay for your service at the rates for both the Contract Duration and during the "Renewal Period" (as defined in Section 7) as set forth in the Contract Summary (subject to any change contemplated by Section 7). You will also pay gas distribution/transportation charges and all applicable NGDC related taxes and charges. You will pay your bill in accordance with the NGDC's billing and payment terms. The PUC regulates distribution prices and services. The price for the commodity charge includes our estimated total state taxes and a monthly administrative fee ("Admin Fee"), if applicable, the amount of which is set forth in your Contract Summary. The Admin Fee covers administrative costs for the procurement and management of your natural gas generation service. This price excludes Pennsylvania state and local sales tax, if applicable. If you believe that your non-residential service is exempt from Pennsylvania sales tax, you must provide us with a valid, properly executed sales tax exemption certificate. The exemption will be effective only after processed by your NGDC. **Depending upon the date of the meter read, your bill from the NGDC may be prorated. The prorated billing is a technique for applying standard methods to nonstandard billing periods. A billing period that is shorter or longer than the NGDC's designated billing period days will have prorated charges based on a 30-day average for the applicable rate.**

**5. Right of Rescission.** You may cancel this agreement without fees or penalties of any kind within three (3) business days after receiving this notice ("Rescission Period"). To cancel this agreement, mail or deliver a signed and dated copy of the enclosed Rescission Notice to Direct Energy, to the information listed in Section 17, and include your name, address, phone number and account number. You may also cancel this agreement by contacting Direct Energy by phone at the information listed in Section 17.

**6. Cancellation.** If you do not pay Direct Energy's charges when due, we may cancel this agreement by providing ten (10) days written notice to you. We may also cancel this agreement by providing the notice required by the PUC and your NGDC for discontinuance of service by suppliers of natural gas supply service. This agreement is cancelled if your NGDC returns you to NGDC supply and distribution service, which will occur if you move. If you cancel this Agreement for any reason, including without limitation, due to relocation, Direct Energy will have the right to charge you the early cancellation fee and/or device cost recovery fee in the amount set forth in the Contract Summary. Cancellation does not relieve you of your payment obligations to Direct Energy for service provided to you up to the date of the cancellation. We will follow applicable rules for cancellation of service and for the return of your service to your Supplier of Last Resort. Cancellation will become effective as soon as applicable rules permit. The cancellation will occur either on your next meter reading date or the second meter reading date following our receipt of your notice of cancellation, depending on how many days advance notice of cancellation you provide to us prior to your next meter reading date. To cancel your service under this Agreement, contact Direct Energy at the information in Section 17.

**7. Notice of Change in Terms and Conditions.** If you have a fixed duration contract that will be ending, or whenever Direct Energy wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 60-75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you do not respond to these two (2) advanced notifications, the proposed changes will take effect automatically. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two (2) advance notifications.

After the Contract Duration, the rate for natural gas will be a variable rate that may be higher or lower each month and will be set in Direct Energy's sole discretion. During the Renewal Period, you receive service on a month-to-month basis as set forth in the Notifications. Direct Energy typically considers the following factors when setting variable rates:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring gas including wholesale prices, ancillary service costs, capacity auctions, utility fees, transmission and distribution losses and storage costs;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

**This list of factors is not exhaustive and no single factor will determine the rate.** Some factors must be

estimated or projected and the factors Direct Energy considers may be weighed differently each month. Direct Energy may amortize sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, Direct Energy seeks to acquire the majority of its anticipated natural gas supply in advance rather than from the spot market. **For all of these reasons, the variable rate may not correlate with changes in wholesale market prices or your local utility's rates.** In addition, the variable rate may be higher than your local utility rate or other suppliers' rates. During the Renewal Period, there is no limit as to how much your variable rate may increase or decrease from one month to the next month. For all these reasons, historical pricing is not indicative of present or future pricing.

**8. Assignment.** You may not assign this agreement without our prior written consent. We may assign this agreement to a third party or to an affiliate, without your consent, by sending you advance written notice at least sixty (60) days before the effective date of the assignment. After assignment, Direct Energy will have no further obligations under this Agreement.

**9. Representations and Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY MADE IN THIS AGREEMENT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. Force Majeure.** We will make commercially reasonable efforts to supply natural gas, but that does not guarantee a continuous supply of natural gas. Certain causes and events out of our control ("Force Majeure Event(s)") may result in interruptions in your service. We will not be liable for any service interruptions caused by a Force Majeure Event. Because we do not transport or distribute natural gas, we will not be liable for damages caused by a Force Majeure Event, including any events or circumstances (a) that are beyond our reasonable control, (b) that we are unable to prevent, avoid or overcome through the exercise of diligent efforts, and (c) that are not the result of our failure or negligence, including but not limited to fire, explosion, flood, landslide, earthquake, hurricane, tornado, lightning, named tropical storm, acts of God, epidemic, civil unrest, insurrection, war, blockade, riot, sabotage, embargo, military or government usurped power, emergency conditions, acts of terrorism or problems attributed to acts of terrorism, required maintenance work, inability to access the local distribution utility system, non-performance by your NGDC (including but not limited to a facility outage on your NGDC's gas distribution lines), or changes in laws, rules or regulations of any governmental authority (including but not limited to the PUC).

**11. Limitations of Liability.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED IN THE MANNER DESCRIBED IN THIS SECTION. NEITHER YOU NOR DIRECT ENERGY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. OUR LIABILITY WILL BE LIMITED TO A MAXIMUM OF THE TOTAL INCOME EARNED BY DIRECT ENERGY FOR THE PAST SIX (6) MONTHS UNDER THIS AGREEMENT AFTER DEDUCTING ALL COSTS OF SERVICES

INCURRED BY DIRECT ENERGY IN PROVIDING SERVICE TO YOU UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. YOU WAIVE ANY RIGHT TO ANY REMEDIES OTHER THAN THOSE PROVIDED IN THIS SECTION.

**12. Governing Law.** This agreement is governed by the laws of the Commonwealth of Pennsylvania.

**13. Dispute Resolution.** We will attempt to resolve any questions you may have about this written disclosure statement or our charges. If we do not resolve your questions to your satisfaction after you have contacted us as provided in Section 17 below, you may contact the PUC as provided in Section 18 below.

**14. ARBITRATION AND WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION, IN THE MAGISTERIAL DISTRICT COURT OF PENNSYLVANIA OR PHILADELPHIA MUNICIPAL COURT, JUDICIAL SYSTEM OF PENNSYLVANIA ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION.

BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN IN SMALL CLAIMS COURT, AND THE RIGHT TO A JURY TRIAL.

THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. THE ARBITRATOR CAN AWARD THE SAME DAMAGES AND OTHER RELIEF THAT A COURT CAN AWARD. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

IF YOU FILE FOR ARBITRATION, THE AAA RULES LIMIT THE FEES AND COSTS THAT YOU WILL PAY TO THE AAA AND ARBITRATOR. YOU WILL STILL BE RESPONSIBLE FOR YOUR OWN LEGAL FEES AND COSTS, AS IF YOU WERE IN COURT, BUT THE ARBITRATOR MAY AWARD YOU THOSE FEES TO THE EXTENT AUTHORIZED BY LAW. THE ARBITRATION WILL BE HELD IN PENNSYLVANIA IN A LOCATION DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO HIS OR HER JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, AS WELL AS THE CLASS ACTION WAIVER SET OUT ABOVE.

COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE

AVAILABLE AT THE AAA'S WEBSITE: [HTTPS://WWW.ADR.ORG/RULES](https://www.adr.org/rules).

AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A COURT OR THE AAA DETERMINES THAT THE PRECEDING SENTENCE PROHIBITING CLASS ARBITRATION IS INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE.

THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**15. Shopping Information.** Shopping for a gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission's telephone number at 1-800-692-7380, and at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**16. Energy Assistance Programs.** Information regarding energy assistance programs can be obtained at <http://www.puc.state.pa.us> or by contacting your NGDC. Please see your Contract Summary for applicable contact information.

**17. To Contact Direct Energy.** If you have a question or disagreement concerning this written disclosure statement or our charges, you may call our Customer Service Contact Center at: 1-888-734-0741 or 1-844-814-9426 (Residential Door-to-Door customers only), Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 5:00 p.m. EST (contact center hours are subject to change without prior notice). You may also contact us through our website at: [www.directenergy.com](http://www.directenergy.com). You may also write to us at: PO Box 180, Tulsa, OK 74101-0180.

**18. To Contact the PUC.**

To contact the PUC's Utility Choice Hotline number, call 1-888-782-3228. To write to the PUC: Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265.

## DES Exhibit 2

September 2022 Email correspondence  
RE enrollment and reinstating account

Note entered 9/19/2022 2:03:18 PM by colvinm1

Outbound follow up email to Mr. Naborn

From: East Escalations

Sent: Monday, September 19, 2022 1:02 PM

To: 'ROB.NABORN@GMAIL.COM' <ROB.NABORN@GMAIL.COM>

Subject: Direct Energy/ PA PUC Escalation -Cindy Pronko/Rob Naborn, Reference # 890281

Good afternoon Mr. Naborn,

I wanted to follow up with you regarding your Direct Energy natural gas supply account.

After we spoke last Wednesday, I submitted a request to our Operations team to escalate your account to PECO asking if they would consider re-instating your account. This was processed and sent to them on Friday, 9/16/2022. I see per the account notes you called in to our call center with PECO on the line inquiring about what is needed for them to reinstate your account, that same day.

Today, the 19th, we have not received a response to our request as of yet. However, I did reach back out to our Operations team, informing them of your call with PECO on the line, and they resubmitted another request to PECO this morning, marking it urgent.

We are still waiting for a reply. I will follow up with you once we hear back on what their decision is. You may already know this information, but I wanted to pass along to you in case you did not.

Thank you,

Malissa

Escalations Associate

Phone: 844-875-2368

EastEscalations@nrg.com

Note entered 9/21/2022 12:14:25 PM by colvinm1

Inbound email from complainant

From: Rob Naborn <rob.naborn@gmail.com>

Sent: Tuesday, September 20, 2022 7:09 PM

To: East Escalations <EastEscalations@nrg.com>

Subject: Re: Direct Energy/ PA PUC Escalation -Cindy Pronko/Rob Naborn, Reference # 890281

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Malissa,

I appreciate both yesterday's email and today's voicemail from you. I certainly hope the PUC will see what is going on.

After I had spoken with Dulce (who had consulted with her supervisor, Jose) at Direct Energy and understood that DE would reinstate my contract signed in February if PECO "put a request through the system, saying the cancellation message was sent in error," the PECO representative acted like that couldn't be done, and she would report what she had learned to the PUC. I also reported my conversation/emails with the PUC, and I am planning on sending yours as well.

Thank you again,

Rob Naborn

## DES Exhibit 3

March 23, 2023 Enrollment  
Intro Letter and Terms of Service



We're glad you're with us.

P.O. Box 180  
Tulsa, OK 74101-0180

Rob Naborn  
307 Runnymede Ave  
Jenkintown, PA 19046

March 23, 2023

Hi Rob,

Thank you for choosing Direct Energy! By switching to us, you've joined thousands of Pennsylvania customers who have selected Direct Energy.

You'll rest easy knowing that Direct Energy is one of the largest providers of natural gas, electricity and related services in North America, with more than 6 million customers, a service area spanning all 50 states, the District of Columbia and 10 Canadian provinces. This allows us to design plans that give you a range of options to meet your energy needs.

Enclosed you'll find everything you need to know about your Natural Gas contract, including your rights as a customer and pricing information. We have received your contract and it is currently being processed with your utility. Following the acceptance of your enrollment, your service will begin within 1-2 billing cycles.\*

The bill you receive from your utility company will remain the same, but your Natural Gas supply charge will now be from Direct Energy.

#### Questions?

If you have questions about your enrollment, visit [directenergy.com](https://directenergy.com) or call us directly at **1-888-734-0741**. Our Customer Care team is available to assist you Monday through Friday from 8 a.m. - 8 p.m. EST and Saturday from 8 a.m. - 5 p.m. EST.

And again, thank you for choosing Direct Energy.

Sincerely,  
Direct Energy

 **CONTACT US**  
**directenergy.com**  
**1-888-734-0741**

Monday through Friday from 8 a.m. -  
8 p.m. EST and Saturday from 8 a.m.

\*Service will begin depending on your billing cycle or utility territory, as determined by your local utility company. If Direct Energy does not appear on your bill after three months, please call 1-888-734-0741, Monday through Friday, 8:00 a.m. to 8:00 p.m. EST, and Saturday, 8:00 a.m. to 5:00 p.m. EST.

**Verify your information**

Please verify that your name, address, utility company and utility account number shown on this letter are correct. If you need to update your information, please contact our Customer Care Department at 1-888-734-0741

Overview of Account

Your Account Information

Account Breakdown

**Natural Gas**

PECO

*Utility Account Number:*

8562000109

*Service Address:*

307 Runnymede Ave  
Jenkintown, PA 19046

**Terms and Conditions**

The Terms and Conditions are included in this package. Please review all the information contained in this package and retain it for your records.

Commodity: Natural Gas

Rate plan selected: Fixed, \$0.53900

Effective through: 18 billing cycles

Early cancellation fee of: \$000.00

Rescission Notice: You have within 3 business days from the date you received this letter to rescind your decision to switch to Direct Energy. Please contact us at 1-888-734-0741, if you would like to rescind.

## SCHEDULE A TO TERMS AND CONDITIONS

### CONTRACT SUMMARY

Natural Gas supply service in  
PECO

<b>NATURAL GAS GENERATION SUPPLIER INFORMATION</b>	<p>Direct Energy Services, LLC PO BOX 180, Tulsa, OK 74101-0180 Telephone No.: 1-888-734-0741 (M-F 8am-8pm ET; Sat. 8am-5pm ET) www.directenergy.com</p> <p>Direct Energy is responsible for the natural gas generation service charges.</p>
<b>NATURAL GAS PRICE STRUCTURE</b>	<p><b>During the Contract Duration, the rate for natural gas supply service per CCF is fixed. Please see the Terms and Conditions for further information.</b></p>
<b>NATURAL GAS SUPPLY PRICE</b>	<p>Fixed, \$0.53900 per CCF.</p>
<b>STATEMENT REGARDING SAVINGS</b>	<p>Direct Energy does not guarantee any savings during the Contract Duration.</p>
<b>INCENTIVES</b>	<p>Please refer to your Account Breakdown on page two (2) and/or page three (3) of this letter for a list of all incentives of which you are currently eligible.</p> <p>If this box <input type="checkbox"/> is checked, you chose the Connect to Comfort Plan!</p>
<b>CONTRACT START DATE</b>	<p>The Contract Duration of this Agreement will start on the next available meter read date after your natural gas generation supplier is changed to Direct Energy by your NGDC.</p>
<b>CONTRACT DURATION / LENGTH</b>	<p>18 monthly billing cycles.</p>
<b>CANCELLATION / EARLY TERMINATION FEES (PER ACCOUNT)</b>	<p>\$0</p>
<b>END OF CONTRACT</b>	<p><b>You will receive two separate notices before the Contract ends or if changes happen to your terms of service. You will receive the first notice 60-75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you do not cancel the contract or switch to another provider before the expiration of your contract, your service will continue at the price and contract duration indicated in the second notice.</b></p>

## PENNSYLVANIA RESIDENTIAL & SMALL COMMERCIAL TERMS AND CONDITIONS

Natural Gas Supply Service

Direct Energy Services, LLC

**1. Terms of Service.** These Terms and Conditions together with the Contract Summary (defined below), which is incorporated herein by reference, constitute the agreement (“Agreement” or “Contract”) between you and Direct Energy Services, LLC (“Direct Energy”). “Contract Summary” means, as applicable, either the section of the enrollment consent form/letter of authorization entitled ‘*Contract Summary*’ or the Schedule A accompanying these Terms and Conditions entitled ‘*Contract Summary – Schedule A to Terms and Conditions*’.

**2. Agreement and Appointment of Agent.** This is an agreement for Direct Energy Services, LLC to be your exclusive agent and supplier for natural gas supply service. Direct Energy Services, LLC, is licensed by the Pennsylvania Public Utility Commission (“PUC”) to provide natural gas supply service. Our PUC license number is A-125135.

**3. Contract Duration.** The duration of this Contract will begin on the meter read date that your natural gas supplier is changed to Direct Energy by the Natural Gas Distribution Company (“NGDC”) and continue for the number of billings cycles set forth in the Contract Summary (“Contract Duration”). When the Contract Duration ends, you will receive two (2) separate notices. If you do not cancel the Contract or switch to another provider before the expiration of your contract, your service will continue on a month-to-month basis, as described in the Contract Summary and in Section 7. This Agreement will be effective during the Contract Duration and through any of the subsequent service periods, subject to the cancellation provisions of Sections 5 through 8 below.

**4. Commodity Charge, Billing and Payment.** You will pay for your service at the rates for both the Contract Duration and during the “Renewal Period” (as defined in Section 7) as set forth in the Contract Summary (subject to any change contemplated by Section 7). You will also pay gas distribution/transportation charges and all applicable NGDC related taxes and charges. You will pay your bill in accordance with the NGDC’s billing and payment terms. The PUC regulates distribution prices and services. The price for the commodity charge includes our estimated total state taxes and a monthly administrative fee (“Admin Fee”), if applicable, the amount of which is set forth in your Contract Summary. The Admin Fee covers administrative costs for the procurement and management of your natural gas generation service. This price excludes Pennsylvania state and local sales tax, if applicable. If you believe that your non-residential service is exempt from Pennsylvania sales tax, you must provide us with a valid, properly executed sales tax exemption certificate. The exemption will be effective only after processed by your NGDC. **Depending upon the date of the meter read, your bill from the NGDC may be prorated. The prorated billing is a technique for applying standard methods to nonstandard billing periods. A billing period that is shorter or longer than the NGDC’s designated billing period days will have prorated charges based on a 30-day average for the applicable rate.**

**5. Right of Rescission.** You may cancel this agreement without fees or penalties of any kind within three (3) business days after receiving

this notice (“Rescission Period”). To cancel this agreement, mail or deliver a signed and dated copy of the enclosed Rescission Notice to Direct Energy, to the information listed in Section 18, and include your name, address, phone number and account number. You may also cancel this agreement by contacting Direct Energy by phone at the information listed in Section 18.

**6. Cancellation.** If you do not pay Direct Energy’s charges when due, we may cancel this agreement by providing ten (10) days written notice to you. We may also cancel this agreement by providing the notice required by the PUC and your NGDC for discontinuance of service by suppliers of natural gas supply service. This agreement is cancelled if your NGDC returns you to NGDC supply and distribution service, which will occur if you move. If you cancel this Agreement for any reason, including without limitation, due to relocation, Direct Energy will have the right to charge you the early cancellation fee in the amount set forth in the Contract Summary. Cancellation does not relieve you of your payment obligations to Direct Energy for service provided to you up to the date of the cancellation. We will follow applicable rules for cancellation of service and for the return of your service to your Supplier of Last Resort. Cancellation will become effective as soon as applicable rules permit. The cancellation will occur either on your next meter reading date or the second meter reading date following our receipt of your notice of cancellation, depending on how many days advance notice of cancellation you provide to us prior to your next meter reading date. To cancel your service under this Agreement, contact Direct Energy at the information in Section 18.

**7. Notice of Change in Terms and Conditions.** If you have a fixed duration contract that will be ending, or whenever Direct Energy wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 60-75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you do not respond to these two (2) advanced notifications, the proposed changes will take effect automatically. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two (2) advance notifications.

After the Contract Duration, the rate for natural gas will be a variable rate that may be higher or lower each month and will be set in Direct Energy’s sole discretion. During the Renewal Period, you receive service on a month-to-month basis as set forth in the Notifications. Direct Energy typically considers the following factors when setting variable rates:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring gas including wholesale prices,

ancillary service costs, capacity auctions, utility fees, transmission and distribution losses and storage costs;

- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

**This list of factors is not exhaustive and no single factor will determine the rate.** Some factors must be estimated or projected and the factors Direct Energy considers may be weighed differently each month. Direct Energy may amortize sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, Direct Energy seeks to acquire the majority of its anticipated natural gas supply in advance rather than from the spot market. **For all of these reasons, the variable rate may not correlate with changes in wholesale market prices or your local utility's rates.** In addition, the variable rate may be higher than your local utility rate or other suppliers' rates. During the Renewal Period, there is no limit as to how much your variable rate may increase or decrease from one month to the next month. For all these reasons, historical pricing is not indicative of present or future pricing.

**8. Assignment.** You may not assign this agreement without our prior written consent. We may assign this agreement to a third party or to an affiliate, without your consent, by sending you advance written notice at least sixty (60) days before the effective date of the assignment. After assignment, Direct Energy will have no further obligations under this Agreement.

**9. Your Authorization to Release Your Information for Use and Sharing.** By entering into this contract, you authorize us to act on your behalf under your utility's tariffs in accordance with the rules and regulations of the state public utility commission ("PUC") where you take service. You further acknowledge that this contract provides authorization for your local utility to release all information regarding your energy supply account(s) to us so we can provide the services described herein. This information may include, but is not limited to, usage information, billing determinants, bill cycle, budget billing status, address, account type, tax exemption status, rate service class, load profile, demand data, meter number, special account exceptions, public assistance status, existence of medical emergencies or disability, tax status and eligibility for economic development or other incentives, standard service status, electronic interval data when available, credit information when applicable, and all other data and information permitted by law to be disclosed to us to provide our services.

We also obtain information about you as outlined in our privacy policy (posted on our website) such as when you voluntarily

provide personal information to us, use our website or mobile applications, or when we add information about you to your account profile from publicly available sources.

We will maintain the confidentiality of your personal information including your name, address, telephone number, email, account numbers, energy usage and historic payment information as required by applicable PUC regulations as well as federal and state laws.

Our use and sharing of your information will be consistent with the purposes and uses disclosed in our privacy policy, as amended from time to time and posted on our website. Your information may be disclosed if required by law, such as pursuant to a lawfully issued subpoena or other legal process. Further, you understand that your information may be disclosed to an affiliate or a third-party to provide services or products to you, and any disclosure of such information will be made under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to you or improved products to us. This authorization also allows us to contact you about our other products and services and to share information about your account with any designated rewards partner or with any affiliate, third-party vendor or marketing partner we use to provide services and rewards to you. We reserve the right to share your information with our affiliates and marketing partners, to the extent permitted by law and/or as authorized when you provide your consent.

If you do not wish for us to use or share information about your account in the manner described above, you may cancel this contract by calling us at our contact information listed herein.

**10. Representations and Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY MADE IN THIS AGREEMENT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**11. Force Majeure.** We will make commercially reasonable efforts to supply natural gas, but that does not guarantee a continuous supply of natural gas. Certain causes and events out of our control ("Force Majeure Event(s)") may result in interruptions in your service. We will not be liable for any service interruptions caused by a Force Majeure Event. Because we do not transport or distribute natural gas, we will not be liable for damages caused by a Force Majeure Event, including any events or circumstances (a) that are beyond our reasonable control, (b) that we are unable to prevent, avoid or overcome through the exercise of diligent efforts, and (c) that are not the result of our failure or negligence, including but not limited to fire, explosion, flood, landslide, earthquake, hurricane, tornado, lightning, named tropical storm, acts of God, epidemic, civil unrest, insurrection, war, blockade, riot, sabotage, embargo, military or government usurped power, emergency conditions, acts of terrorism or problems attributed to acts of terrorism, required maintenance work, inability to access the local distribution utility system, non-performance by your NGDC (including but not limited to a facility outage on your NGDC's gas distribution lines), or changes in laws, rules or regulations of any governmental authority (including but not limited to the PUC).

**12. Limitations of Liability.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED IN THE MANNER DESCRIBED IN THIS SECTION. NEITHER YOU NOR DIRECT ENERGY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. OUR LIABILITY WILL BE LIMITED TO A MAXIMUM OF THE TOTAL INCOME EARNED BY DIRECT ENERGY FOR THE PAST SIX (6) MONTHS UNDER THIS AGREEMENT AFTER DEDUCTING ALL COSTS OF SERVICES INCURRED BY DIRECT ENERGY IN PROVIDING SERVICE TO YOU UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. YOU WAIVE ANY RIGHT TO ANY REMEDIES OTHER THAN THOSE PROVIDED IN THIS SECTION.

**13. Governing Law.** This agreement is governed by the laws of the Commonwealth of Pennsylvania.

**14. Dispute Resolution.** We will attempt to resolve any questions you may have about this written disclosure statement or our charges. If we do not resolve your questions to your satisfaction after you have contacted us as provided in Section 18 below, you may contact the PUC as provided in Section 19 below.

**15. ARBITRATION AND WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION, IN THE MAGISTERIAL DISTRICT COURT OF PENNSYLVANIA OR PHILADELPHIA MUNICIPAL COURT, JUDICIAL SYSTEM OF PENNSYLVANIA (“SMALL CLAIMS COURT”), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION.

BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN IN SMALL CLAIMS COURT, AND THE RIGHT TO A JURY TRIAL.

THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. THE ARBITRATOR CAN AWARD THE SAME DAMAGES AND OTHER RELIEF THAT A COURT CAN AWARD. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY

NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

IF YOU FILE FOR ARBITRATION, THE AAA RULES LIMIT THE FEES AND COSTS THAT YOU WILL PAY TO THE AAA AND ARBITRATOR. YOU WILL STILL BE RESPONSIBLE FOR YOUR OWN LEGAL FEES AND COSTS, AS IF YOU WERE IN COURT, BUT THE ARBITRATOR MAY AWARD YOU THOSE FEES TO THE EXTENT AUTHORIZED BY LAW. THE ARBITRATION WILL BE HELD IN PENNSYLVANIA IN A LOCATION DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO HIS OR HER JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, AS WELL AS THE CLASS ACTION WAIVER SET OUT ABOVE.

COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE AVAILABLE AT THE AAA'S WEBSITE: [HTTPS://WWW.ADR.ORG/RULES](https://www.adr.org/rules).

AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A COURT OR THE AAA DETERMINES THAT THE PRECEDING SENTENCE PROHIBITING CLASS ARBITRATION IS INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE.

THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**16. Shopping Information.** Shopping for a gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission's telephone number at 1-800-692-7380, and at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**17. Energy Assistance Programs.** Information regarding energy assistance programs can be obtained at <http://www.puc.state.pa.us> or by contacting your NGDC. Please see your Contract Summary for applicable contact information.

**18. To Contact Direct Energy.** If you have a question or disagreement concerning this written disclosure statement or our charges, you may call our Customer Service Contact Center at: 1-888-734-0741 or 1-844-814-9426 (Residential Door-to-Door customers only), Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 5:00 p.m. EST (contact center hours are subject to change without prior notice). You may also contact us through our website at: [www.directenergy.com](http://www.directenergy.com). You may also write to us at: PO Box 180, Tulsa, OK 74101-0180.

**19. To Contact the PUC.**

To contact the PUC's Utility Choice Hotline number, call 1-888-782-3228. To write to the PUC: Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265.

**CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of the foregoing **Proposed Hearing Exhibits** upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

**Via Email**

ROBERT NABORN  
307 RUNNYMEDE AVENUE  
JENKINTOWN PA 19046  
[rob.naborn@gmail.com](mailto:rob.naborn@gmail.com)

KHADIJAH SCOTT ASSOCIATE GENERAL COUNSEL  
PECO ENERGY COMPANY  
2301 MARKET ST  
S23-1  
PHILADELPHIA PA 19103  
[khadijah.scott@exeloncorp.com](mailto:khadijah.scott@exeloncorp.com)

Date: April 10, 2023

*/s/ Bryce R. Beard*

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Bryce R. Beard, Esquire  
Attorney for  
Direct Energy Services LLC