

INDEX TO EXHIBITS

Docket No. C-2023-3041126

Hearing Date: January 23, 2024

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>I and E Exhibit:</u>		
Statement 1, Kathryn Liddell	14	14
Statement 2, Daniel Mumford	14	14
Statement 2R, Daniel Mumford	14	14
Exhibits 1-13	14	14
 <u>PE Exhibit:</u>		
Statement 1, Jordan Small	16	16
Appendices A-D	16	16
 <u>OCA Exhibit:</u>		
Statement 1, Morgan D'Angelo	18	18
Exhibits A, B, C	18	18
Statement 1R, Morgan D'Angelo	18	18



**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2023-3041126
	:	
Planet Energy (Pennsylvania) Corp.	:	
d/b/a RiteRate Energy	:	
d/b/a Value Plus Energy	:	

**DIRECT TESTIMONY OF THE
BUREAU OF INVESTIGATION AND ENFORCEMENT:
STATEMENT NO. 1**

Testimony of: Kathryn Liddell
 Consumer Services Policy Analyst
 Bureau of Consumer Services

1 **Q: Please state your name.**

2 A: Kathryn Liddell.

3 **Q: Are you currently employed?**

4 A: Yes.

5 **Q: By whom are you employed and in what capacity?**

6 A: I am employed by the Pennsylvania Public Utility Commission (“PUC” or
7 “Commission”), Bureau of Consumer Services (“BCS”) as a Consumer Services
8 Policy Analyst. My business address is Pennsylvania Public Utility Commission,
9 400 North Street, Harrisburg, PA 17120.

10 **Q: How long have you been employed with the Commonwealth and what are**
11 **your credentials?**

12 A: I have been employed with the PA Public Utility Commission for 20 years. I
13 began my career as an interviewer where I spoke to customers and processed their
14 complaints. I worked in this position for 2 years. I was then promoted to an
15 investigator where I remained for 11 years and worked directly with competition
16 disputes. I was promoted to the policy division in 2016 and I am now the Lead
17 Analyst and Subject Matter Expert on Energy Supply Competition.

18 **Q: What are your current job responsibilities as a Consumer Services Policy**
19 **Analyst for the Bureau of Consumer Services?**

20 A: As the lead analyst and subject matter expert, I review, assess, and approve written
21 disclosure statements and contract summary forms for electric and gas suppliers
22 serving residential customers to ensure that these written disclosure statements

1 comply with the regulations found in Title 52, Chapters 54 and 62, 52 Pa. Code §§
2 54, 62; I lead the review and evaluation of supplier customer choice informal case
3 decisions for utility and supplier compliance and internal quality control, including
4 an energy supplier's compliance with regulations found at Title 52, Chapters 54,
5 56, 57, 59, 62, and 111, 52 Pa. Code §§ 54, 56, 57, 59, 62, 111; I am also
6 responsible for the informal enforcement of Commission regulations and act as the
7 primary contact relating to supplier compliance with Title 52, Chapters 54, 56, 57,
8 59 and 62, 52 Pa. Code §§ 54, 56, 57, 59, 62.

9 **Q: In your capacity as a Consumer Services Policy Analyst, are you familiar**
10 **with the Public Utility Code and Commission's regulations as it relates to the**
11 **regulation of electric generation suppliers?**

12 A: Yes, I am.

13 **Q: Please briefly explain the purpose or charge of the Bureau of Consumer**
14 **Services.**

15 A: BCS is responsible for responding to consumer complaints, providing utility-
16 related information to consumers, monitoring utility compliance with PUC
17 regulations, and evaluating utility performance.

18 **Q: In your capacity as a Consumer Services Policy Analyst, are you familiar**
19 **with Planet Energy (Pennsylvania) Corp. d/b/a RiteRate Energy d/b/a Value**
20 **Plus Energy ("Planet Energy")?**

21 A: Yes, I am.

1 **Q: Who/what is Planet Energy?**

2 A: Planet Energy (Pennsylvania) Corp. is a jurisdictional electric generation supplier
3 (“EGS”) licensed by the Commission at Docket No. A-2011-2223534 to operate in
4 the Pennsylvania electric distribution company (“EDC”) service territories of
5 Duquesne Light Company (“Duquesne Light”), Metropolitan Edison Company,
6 Pennsylvania Electric Company, Pennsylvania Power Company, PECO Energy
7 Company (“PECO”), PPL Electric Utilities, Inc. (“PPL”), and West Penn Power
8 Company.

9 **Q: Is Planet Energy subject to the Commission’s jurisdiction?**

10 A: Yes, Planet Energy, as an EGS in Pennsylvania, is a public utility as defined by
11 Section 102 of the Public Utility Code, 66 Pa.C.S. § 102, only for the limited
12 purposes as described in Sections 2809 and 2810 of the Competition Act, 66
13 Pa.C.S. §§ 2809-2810.

14 **Q: What companies operate under Planet Energy’s EGS license?**

15 A: In addition to Planet Energy, RiteRate Energy and Value Plus Energy operate in
16 Pennsylvania under Planet Energy’s license. Planet Energy indicates that RiteRate
17 Energy and Value Plus Energy are trade names of Planet Energy (Pennsylvania)
18 Corp. I will collectively refer to all three companies as Planet Energy unless
19 otherwise distinguished.

20 **Q: How did you become familiar with Planet Energy?**

21 A: In my capacity as the lead compliance analyst, I monitor all incoming supplier
22 complaints. In 2022, given the volatility in energy markets, I was closely

1 monitoring consumer complaints associated with suppliers leaving Pennsylvania's
2 wholesale market. In late Spring 2022, BCS received inquiries from several Planet
3 Energy customers about their contracts being discontinued. My supervisor
4 escalated this issue by contacting Dan Mumford, who is the Director of the Office
5 of Competitive Market Oversight ("OCMO"). Mr. Mumford confirmed that the
6 Commission had not received notification from Planet Energy that it was leaving
7 the market. We began monitoring all inquiries and complaints about Planet
8 Energy.

9 **Q: Please explain how BCS receives informal complaints.**

10 A: Customers can call the toll-free hotline, submit a web entry, or by mail or in
11 person.

12 **Q: Please briefly describe how BCS handles informal complaints.**

13 A: When a consumer contacts BCS and opens an informal complaint regarding the
14 actions of a public utility or a competitive energy supplier, staff in the Customer
15 Assistance and Complaints Division ("CACD") of BCS investigate the complaint,
16 including evaluating evidence provided by the customer, the supplier, and the
17 distribution company. The role of the CACD investigator is to address and
18 mediate the customer's concerns, including issuing a binding decision, if
19 warranted, to resolve informal disputes expeditiously. After the case is closed,
20 staff in the Policy Division of BCS evaluate the case to ensure that applicable
21 Commission laws and regulations were adhered to by the public utility and/or the
22 competitive energy supplier. When noncompliance is substantiated, staff in the

1 Policy Division issue an infraction to the public utility and/or competitive energy
2 supplier. The purpose of the infraction is to highlight and inform the public utility
3 and/or competitive energy supplier of their noncompliance so that corrective
4 action can be implemented.

5 **Q: Did BCS receive informal complaints related to Planet Energy?**

6 A: Yes, starting in Spring of 2022. OCMO also started receiving reports from electric
7 distribution companies (“EDC”) that Planet Energy customers were being dropped
8 and being returned to default supply.

9 **Q: How were those complaints received?**

10 A: Telephone, online, and in-writing.

11 **Q: Approximately how many complaints did BCS receive related to Planet
12 Energy?**

13 A: Approximately 59 complaints were received by BCS from January 1, 2022
14 through August 19, 2022.

15 **Q: Did you personally review the informal complaints made against Planet
16 Energy?**

17 A: Yes.

18 **Q: During your review, what complaint or complaints were made against Planet
19 Energy?**

20 A: Customers informed BCS they had entered into a fixed-rate contract for the supply
21 of electricity with Planet Energy. The customers complained that their contracts
22 were ended prematurely by Planet Energy without any notification. Most

1 customers advised BCS that they were notified by their respective EDC that their
2 contract had been dropped and they were being returned to default service.

3 **Q: Did BCS complete its own internal investigation into the complaints against**
4 **Planet Energy?**

5 A: Yes.

6 **Q: Did you participate in the BCS investigation?**

7 A: Yes.

8 **Q: Please briefly explain the internal BCS investigation.**

9 A: After investigating numerous cases that contained the same allegations against
10 Planet Energy or its affiliates, including RiteRate and Value Plus Energy, my
11 supervisor, Michele Tate, contacted Jordan Small, Vice President of Regulatory
12 Affairs and Compliance at Planet Energy, by email on June 7, 2022, requesting the
13 following information:

- 14 • The number and classes of customers that were or will be dropped from
15 their current fixed-rate contract;
- 16 • The EDC markets in Pennsylvania that are impacted by the customer
17 drops;
- 18 • When and how customers were notified prior to being dropped,
19 including what information was shared with customers; and
- 20 • Whether Planet Energy anticipates dropping additional customers in the
21 future, and if so, when those drops are expected to occur.

1 **Q: Is the email sent by Ms. Tate dated June 7, 2022 attached as I&E Exhibit 13?**

2 A: Yes.

3 **Q: Did you receive any documents from Planet Energy during the internal BCS**
4 **investigation?**

5 A: Yes.

6 **Q: What documents did you receive?**

7 A: For a majority of the cases, incomplete reports were submitted by Planet Energy
8 which lacked the necessary documentation to complete the investigation. The
9 submission of complete reports to BCS is required pursuant to 52 Pa. Code §
10 56.163. For the remaining cases, only the contract agreement/disclosure statement
11 were attached. For a few cases, there was a document attached from Jordan Small
12 disputing the alleged infractions that the investigator cited. On June 7, 2022, we
13 received an email from Jordan Small replying to my supervisor's email. In his
14 response to BCS, he confirmed that "the consumers in question had a
15 discontinuance of service because there have been substantial increases in
16 ancillary costs, including PJM costs, which cannot be hedged against." See I&E
17 Exhibit 13. PJM is a regional transmission organization that coordinates the
18 movement of wholesale electricity in all or parts of 13 states and the District of
19 Columbia, including Pennsylvania. Mr. Small further confirmed the following in
20 response to my supervisor's questions:

- 21
- Planet Energy and affiliated companies processed a discontinuance of
22 service for approximately 4,462 customers.

- 1 • The EDCs impacted were Duquesne, MetEd, PECO, Penelec, Penn
2 Power, PPL, and West Penn Power.
- 3 • The approximate period of discontinuance of services was April, 2022,
4 and Planet Energy did not provide notification.
- 5 • Planet Energy did not anticipate any further drops in the future.

6 **Q: After completing your investigation and reviewing all the information**
7 **gathered, what did you determine?**

8 A: It was determined that Planet Energy did not comply with the regulatory
9 requirements at 52 Pa. Code § 54.10 and 52 Pa. Code § 56.163. Of the 59
10 complaints received by BCS from January 1, 2022 through August 19, 2022,
11 approximately 65 infractions of the Public Utility Code were issued against Planet
12 Energy.

13 **Q: How did you reach this conclusion?**

14 A: Based upon the evidence provided by Planet Energy, including their attestation
15 that no customer notices were sent prior to the discontinuance of contracts.

16 **Q: Please provide some clarification on the BCS infraction process and result of**
17 **when an infraction is issued against a company.**

18 A: When BCS issues an infraction, the infraction serves as notice to the public utility
19 or competitive energy supplier that it violated the Public Utility Code or the
20 Commission's regulations, and that corrective action is warranted. If further
21 review is necessary, BCS will refer issues of noncompliance to I&E for
22 investigation and enforcement action, as deemed necessary.

1 **Q: After making this determination, what did you do next?**

2 A: Based upon the conclusions of our investigation, this matter was referred to the
3 Commission's Bureau of Investigation and Enforcement ("I&E") for further
4 investigation.

5 **Q: After making the referral to I&E, did you remain involved in I&E's**
6 **investigation?**

7 A: Yes, I remained involved to respond to inquiries posed by the assigned Prosecutor
8 as well as provide BCS case documentation on Planet Energy to I&E.

9 **Q: Specifically, did you review the documents and information I&E received**
10 **through its informal investigation?**

11 A: Yes, the assigned Prosecutor kept me apprised of the progress of the investigation,
12 including providing:

- 13 • Planet Energy's responses to I&E's Data Requests- Set I;
- 14 • Planet Energy's responses to I&E's Data Requests- Set II;
- 15 • The formal complaint filed against Planet Energy in this matter;
- 16 • Planet Energy's confidential response to the formal complaint;
- 17 • The EGS License Cancellation Order, Docket No. M-2023-3037455;
- 18 • I&E's comments opposing Planet Energy's Application, Docket No. A-
19 2023-3040904;
- 20 • I&E's Exhibits; and
- 21 • Pre-hearing Conference Memorandum.

1 **Q: Did you review the documents labeled as I&E Exhibits 1 through 12?**

2 A: Yes.

3 **Q: Please provide a brief description of I&E Exhibits 1 through 12.**

4 A: I&E Exhibit 1 (**Confidential**) is a spreadsheet of the service cancellation date,
5 utility name, service territory, and contract class of Planet Energy's customers
6 whose service was discontinued prior to the contractual end date. This document
7 was provided by Planet Energy.

8 I&E Exhibit 2 is the Terms and Conditions of Electricity and/or Natural Gas
9 Supply Customer Agreement and Agency Appointment for Planet Energy.

10 I&E Exhibit 3 is the Terms and Conditions of Renewal of Electricity and/or
11 Natural Gas Supply Customer Agreement and Agency Appointment for Planet
12 Energy.

13 I&E Exhibit 4 is the Electric Generation Supplier Contract Summary.

14 I&E Exhibit 5 is the Planet Energy Pennsylvania Disclosure Statement for a 12-
15 month term plan.

16 I&E Exhibit 6 is the Terms and Conditions of Electricity Supply Customer
17 Agreement and Agency Appointment for RiteRate Energy.

18 I&E Exhibit 7 is the Terms and Conditions of Renewal of Electricity Supply
19 Customer Agreement and Agency Appointment for RiteRate Energy.

20 I&E Exhibit 8 is the Electric Generation Supplier Contract Summary for RiteRate
21 Energy.

1 I&E Exhibit 9 is the RiteRate Energy Pennsylvania Disclosure Statement for a 12-
2 month term plan.

3 I&E Exhibit 10 is the Terms and Conditions of Electricity Supply Customer
4 Agreement and Agency Appointment for Value Plus Energy.

5 I&E Exhibit 11 is the Electric Generation Supplier Contract Summary for Value
6 Plus Energy.

7 I&E Exhibit 12 is the Value Plus Energy Pennsylvania Disclosure Statement for a
8 36-month term plan.

9 **Q: Approximately how many Planet Energy customers were dropped from**
10 **service and returned to default service?**

11 A: Based upon the conclusions of I&E's investigation, approximately 5,690
12 customers were dropped from Planet Energy.

13 **Q: To the best of your knowledge, did Planet Energy drop and/or terminate**
14 **service to all of its customers in 2022?**

15 A: Based upon email correspondence from Jordan Small to my supervisor on June 8,
16 2022, it is my understanding that *at that time*, Planet Energy was still servicing
17 approximately 1,822 accounts, with the majority being residential accounts and
18 some small commercial accounts. Based upon I&E's investigation and Planet
19 Energy's responses to the formal complaint, it is my understanding that Planet
20 Energy dropped and/or terminated service to all customers in 2022.

1 **Q: To the best of your knowledge, does Planet Energy currently have any**
2 **customers?**

3 A: Based upon I&E's investigation and Planet Energy's responses to the formal
4 complaint, it is my understanding that Planet Energy does not currently have any
5 customers in Pennsylvania.

6 **Q: Did Planet Energy provide notice of its intention to terminate service to its**
7 **approximately 5,690 customers prior to termination?**

8 A: No, based upon I&E's investigation and Planet Energy's responses to the formal
9 complaint, Planet Energy admitted to not providing notice of its intention to
10 terminate service to its 5,690 customers prior to termination.

11 **Q: Did Planet Energy provide notice of its intention to modify the terms of the**
12 **fixed-rate contracts to its approximately 5,690 customers?**

13 A: No, based upon I&E's investigation and Planet Energy's responses to the formal
14 complaint, Planet Energy admitted to not providing notice of its intention to
15 modify the terms of the fixed-rate duration contracts to its 5,690 customers prior to
16 terminating service prematurely.

17 **Q: Looking at I&E Exhibits 2 through 12, do the contracts or disclosures of**
18 **Planet Energy, RiteRate Energy, and Value Plus Energy include a provision**
19 **which requires the company to provide notice to the customer prior to**
20 **termination of service?**

21 A: Yes.

1 **Q: Can you please point to the applicable paragraphs or sections?**

2 A: Exhibit 2-Planet Energy Terms And Conditions-section 6, section 8,

3 Exhibit 3-section 6, section 8,

4 Exhibit 4-Planet Energy Contract Summary-End of Contract section;

5 Exhibit 5-Planet Energy Disclosure Statement-section 4, section 6;

6 Exhibit 6-Rite Rate Terms and Conditions-section 6, section 14;

7 Exhibit 7-section 6, section 8;

8 Exhibit 8-Rite Rate Contract Summary-End of Contract;

9 Exhibit 9-Rite Rate Disclosure Statement-section 4; section 6;

10 Exhibit 10-Value Plus Terms and Conditions-section 6, section 14;

11 Exhibit 11-Value Plus Contract Summary-End of Contract section;

12 Exhibit 12-Value Plus Disclosure Statement –section 4, section 6

13 **Q: Looking at I&E Exhibits 2 through 12, do the contracts or disclosures of**

14 **Planet Energy, RiteRate Energy, and Value Plus Energy include a provision**

15 **which requires the company to provide notice to the customer prior to**

16 **modification of the terms of the contracts?**

17 A: Yes.

18 **Q: Can you please point to the applicable paragraphs or sections?**

19 A: Exhibit 2-Planet Energy Terms And Conditions-section 6, section 8,

20 Exhibit 3-section 6, section 8,

21 Exhibit 4-Contract Summary-End of Contract section;

22 Exhibit 5-Planet Energy Disclosure Statement-section 4, section 6;

1 Exhibit 6-Rite Rate Terms and Conditions-section 6, section 14;

2 Exhibit 7-section 6, section 8;

3 Exhibit 8-Contract Summary-End of Contract;

4 Exhibit 9-Rite Rate Disclosure Statement-section 4; section 6;

5 Exhibit 10-Value Plus Terms and Conditions-section 6, section 14;

6 Exhibit 11-Contract Summary-End of Contract section;

7 Exhibit 12-Value Plus Disclosure Statement –section 4, section 6

8 **Q: After reviewing all the information gathered and made available to you, what**
9 **did you determine?**

10 A: I determined that Planet Energy did not comply with the regulatory requirements
11 imposed by the Commission’s regulations and the Public Utility Code when Planet
12 Energy failed to provide notice to its approximately 5,690 customers of its
13 intention to terminate service and/or modify the terms of the fixed-rate duration
14 contracts.

15 **Q: How did you reach this conclusion?**

16 A: I reached this conclusion based upon my analysis of the information and
17 documentation presented to BCS by Planet Energy and as part of I&E’s informal
18 investigation.

19 **Q: Specifically, did Planet Energy fail to provide notice to its customers prior to**
20 **expiration of a fixed-rate duration contract in violation of 52 Pa. Code §**
21 **54.10?**

22 A: Yes. Planet Energy failed to provide notice of discontinuance to their customers.

1 In Jordan Small's email response to my supervisor's email on June 7, 2022, he
2 confirmed that Planet Energy did not provide notification to its customers. See
3 I&E Exhibit 13.

4 **Q: Did Planet Energy fail to provide written disclosure to its customers of the**
5 **change in terms when it changed the terms of the fixed-rate duration**
6 **contracts in violation of 52 Pa. Code § 54.5?**

7 A: Yes. Planet Energy failed to provide written disclosure to its customers of the
8 change in terms when it changed the terms of the fixed rate duration contracts. In
9 Jordan Small's email response to my supervisor's June 7, 2022, email, he
10 confirmed that Planet Energy did not provide notification to its customers. See
11 I&E Exhibit 13.

12 **Q: Did Planet Energy fail to provide notification of change in conditions or**
13 **service, intent to cease operations as an EGS, and an explanation of denial of**
14 **service in violation of 52 Pa. Code § 54.43?**

15 A: Yes. Planet Energy did not provide BCS with any evidence indicating that they
16 were returning customers to default service. In addition, Jordan Small confirmed
17 via email to my supervisor on June 7, 2022, that Planet Energy did not provide
18 notification to its customers. See I&E Exhibit 13.

19 **Q: Did Planet Energy fail to provide notice to approximately 5,690 customers in**
20 **each of the three (3) billing cycles preceding the effective date of**
21 **abandonment in violation of 52 Pa. Code § 54.41?**

22 A: Planet Energy did not provide BCS or I&E with any evidence indicating that they

1 provided notice to customers prior to returning them to default service. In addition,
2 based upon Jordan Small's June 8, 2022, email to my supervisor, Planet Energy
3 discontinued service to approximately 4,662 customers without prior notification.
4 See I&E Exhibit 13.

5 **Q: During your tenure with BCS, have you seen or been aware of any prior**
6 **complaints which are similar to this matter?**

7 A: No, I have not seen or been aware of any prior complaints similar to this matter.

8 **Q: Are you aware that I&E is seeking a civil penalty of \$2,845,000.00 in this**
9 **matter?**

10 A: Yes.

11 **Q: What is your position on imposing a \$2,845,000 civil penalty in this matter?**

12 A: I agree with imposing this penalty given the impact Planet Energy's actions had on
13 residential customers.

14 **Q: Are you aware that I&E is also seeking revocation of Planet Energy's EGS**
15 **license?**

16 A: Yes.

17 **Q: Do you agree that Planet Energy's EGS license should be revoked as part of**
18 **this proceeding?**

19 A: Yes.

1 **Q:** Are you familiar with the Commission’s Policy Statement regarding *Factors*
2 *and Standards for Evaluating Litigated and Settled Proceedings Involving*
3 *Violations of the Public Utility Code and Commission Regulations* (“Policy
4 *Statement”* or “Rosi factors”)?

5 A: Yes.

6 **Q:** In reference to the first factor, in your opinion, was Planet Energy’s conduct
7 of a serious nature, such as willful fraud or misrepresentation?

8 A: Yes.

9 **Q:** In reference to the third factor, in your opinion, was Planet Energy’s conduct
10 intentional or negligent?

11 A: My opinion is that Planet Energy’s actions of dropping customers to default
12 service without notice was intentional because it was losing money by continuing
13 to honor the fixed rate contracts. My opinion is based upon the statements made
14 by Jordan Small where he confirmed to BCS that consumers had a discontinuance
15 of service because there were substantial increases in ancillary costs, including
16 PJM costs, which Planet Energy could not hedge against. See I&E Exhibit 13.

17 **Q:** In reference to the fifth factor, how many customers were affected by Planet
18 Energy’s conduct?

19 A: Approximately 5,690 customers.

20 **Q:** In reference to the eighth factor, in your opinion, is the civil penalty sought by
21 I&E in this matter sufficient and necessary to deter future violations?

22 A: Yes.

1 **Q: Have all your answers and responses today been based upon your personal**
2 **knowledge or professional expertise?**

3 A: Yes.

4 **Q: Does this conclude your direct testimony?**

5 A: Yes. However, I reserve the right to supplement my testimony as additional issues
6 and facts arise during the course of the proceeding.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, :
Bureau of Investigation and Enforcement :
: :
: : Docket No. C-2023-3041126
: :
Planet Energy (Pennsylvania) Corp. :
d/b/a RiteRate Energy :
d/b/a Value Plus Energy :

VERIFICATION

I, Kathryn Liddell, Consumer Services Policy Analyst, in the Bureau of Consumer Services, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Dated: November 30, 2023


Kathryn Liddell
Consumer Services Policy Analyst
Bureau of Consumer Services
Pennsylvania Public Utility Commission



**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2023-3041126
	:	
Planet Energy (Pennsylvania) Corp.	:	
d/b/a RiteRate Energy	:	
d/b/a Value Plus Energy	:	

**DIRECT TESTIMONY OF THE
BUREAU OF INVESTIGATION AND ENFORCEMENT:
STATEMENT NO. 2**

Testimony of: Daniel Mumford
Director
Office of Competitive Market Oversight

1 **Q: Please state your name.**

2 A: Daniel Mumford.

3 **Q: Are you currently employed?**

4 A: Yes.

5 **Q: By whom are you employed and in what capacity?**

6 A: I am employed by the Pennsylvania Public Utility Commission (“PUC” or
7 “Commission”), as the Director of the Office of Competitive Market Oversight
8 (“OCMO”). My business address is Pennsylvania Public Utility Commission,
9 Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120.

10 **Q: How long have you been employed with the Commonwealth and what are
11 your credentials?**

12 A: I have been employed with the Commission since 1990. I served in various roles
13 in the Commission’s Bureau of Consumer Services (“BCS”) for 26 years,
14 including complaint interviewer, investigator, analyst, and manager. While in
15 BCS, my responsibilities included promulgating and enforcing the Chapter 56
16 residential service regulations and Chapter 54 customer information regulations;
17 reviewing informal complaints for possible compliance concerns; and initiating
18 and assisting with enforcement actions referred to the Bureau of Investigation and
19 Enforcement (“I&E”). I was also BCS’s representative to OCMO where I assisted
20 with the promulgation of the Chapter 111 residential marketing regulations, and
21 the 2014 revision of the Chapter 54 disclosure regulations and Chapter 57 supplier
22 switching regulations. In 2014, I was appointed Deputy Director of OCMO; and in

1 2016 became Director of OCMO. I have a B.A. in Political Science from
2 Mansfield University and a Master of Public Administration from Shippensburg
3 University.

4 **Q: What are your current job responsibilities as Director of the Office of**
5 **Competitive Market Oversight?**

6 A: As Director, I oversee and coordinate a team of legal, technical, and policy staff
7 members from various Commission bureaus and offices to address issues in our
8 competitive electric and natural gas markets. These issues can include the
9 obstacles faced by suppliers participating in the retail market and offering informal
10 dispute resolution if desired. I also respond to questions from within and outside
11 the Commission regarding competitive markets. This includes inquiries from the
12 General Assembly along with analysis of proposed legislation impacting
13 competitive markets. I also monitor issues hindering the development of a
14 competitive retail market and propose possible solutions and work on any
15 subsequent informal or formal proceeding to address such issues. Depending upon
16 the issue (assuming it is not an issue on which I am in a prosecutory role), I advise
17 the Commission on competitive matters when needed. I also train other
18 Commission staff on the rules, regulations, and related competitive market
19 matters. Working with BCS and its representatives on the OCMO team, I assist
20 with any informal or formal enforcement actions that may be necessary as a result
21 of informal complaints filed at BCS by consumers and/or direct contacts to myself
22 or anyone else on the OCMO team.

1 **Q: In your capacity as Director of OCMO, are you familiar with the Public**
2 **Utility Code and Commission’s regulations as it relates to the regulation of**
3 **electric generation suppliers?**

4 A: Yes.

5 **Q: Please briefly explain the purpose or charge of OCMO.**

6 A: On Dec. 10, 2009, the Commission announced that OCMO would serve as the
7 Commission’s electric retail choice ombudsman, as described in the Default
8 Service and Retail Electric Markets Policy Statement at 52 Pa. Code § 69.1817. In
9 this capacity, OCMO will oversee the development and functioning of the
10 competitive retail electric supply market. OCMO was originally formed in January
11 2009 to similarly monitor the retail natural gas supply market.
12 OCMO is within the Office of the Executive Director, who calls upon a designated
13 group of legal, technical, and policy staff members from various Commission
14 bureaus and offices to informally address obstacles faced by electric generation
15 suppliers in participating in the retail market. The office is responsible for
16 responding to questions from stakeholders regarding the competitive retail electric
17 market, monitoring issues hindering the development of a competitive retail
18 market and facilitating informal dispute resolution between default service
19 providers and electric generation suppliers (“EGS”).

1 **Q: Please provide a brief description of the competitive electric market.**

2 A: In general, the Electricity Generation Customer Choice and Competition Act
3 separated (unbundled) the generation of electricity from the distribution of
4 electricity. The distribution of electricity remains a price-regulated monopoly
5 service of the local electric distribution company (“EDC”) and is non-bypassable.
6 However, the generation of electric service was declared to be no longer a natural
7 monopoly and no longer price-regulated by the Commission. Instead, generation
8 was opened up to any entity that wished to enter the market and customers are free
9 to obtain service from any of these suppliers, with free market competitive forces
10 used to restrain prices.

11 Most electric utility customers are free to shop and choose an electric generation
12 supplier (with the notable exception of customers that are on the EDC’s Customer
13 Assistance Program, or “CAP” - these customers cannot be both on CAP and on
14 service from a competitive supplier). Customers do not have to shop and do not
15 have to obtain service from a competitive supplier. Those customers that do not
16 have a competitive supplier are placed on what is called default service by their
17 local EDC. The EDC usually procures default service supply via a competitive
18 auction process and passes on the cost of this procurement to the default customers
19 without additional mark-up.

20 **Q: What is the purpose or intention of allowing customers to shop for their**
21 **electric generation service?**

22 A: The overall, macroeconomic purpose, as stated in the Electricity Generation

1 Customer Choice and Competition Act, is to no longer treat the generation of
2 electricity as a price-regulated monopoly function and to instead introduce market
3 forces with the intention of restraining prices and allowing suppliers to compete by
4 offering a panoply of different services at competitively set prices. The more
5 microeconomic purpose of the competitive market is to provide customers with
6 the opportunity to choose electric generation service from a variety of options best
7 suited to the customer's needs and desires. This can include fixed-price products,
8 for customers who value price certainty. Other customers may want to explore the
9 savings available from variable-priced products. Many customers are interested in
10 renewable energy products, which have proven very popular. Some customers are
11 interested in bundled products, where the electric service is combined with other
12 services such as natural gas service and home energy efficiency services for
13 example. Other customers may be interested in incentives such as cash-back offers
14 or gift cards. Customers, especially those with electric vehicles, may want time-of-
15 use products that allow for more economical charging of their vehicles.

16 **Q: Are there Commission regulations or statutes which protect a customer's**
17 **ability to shop?**

18 A: There are a variety of regulations intended to protect consumers both during the
19 sales and marketing process, and then once they are a customer of a supplier.

20 First, there is the licensee *Standards of conduct and disclosure for licensees* at 52
21 Pa Code § 54.43 that applies to all suppliers and all customer classes and are
22 intended to protect consumers by listing principles that licensees must adhere to.

1 This includes directing suppliers to provide accurate information about their
2 services using plain language and common terms and defining any new terms;
3 providing information in a format that enables customers to compare the various
4 services offered and the prices charged; responding to reasonable consumer
5 requests for information regarding energy sources; providing notification of
6 change in conditions of service and intent to cease operation as an electric
7 generation supplier; proper handling of complaints; informing consumers of state
8 consumer protection laws that govern the cancellation or rescission of electric
9 generation supply contracts; maintaining the confidentiality of a consumer's
10 personal information; and no discrimination in the provision of electricity based
11 on race, color, religion, national origin, sex, marital status, age, receipt of public
12 assistance income, etc. The code of conduct also specifies that the licensee is
13 responsible for any fraudulent deceptive or other unlawful marketing or billing
14 acts performed by the licensee, its employees, agents or representatives. Finally,
15 licensees are directed to comply with relevant Commission regulations, orders,
16 and directives that may be adopted.

17 **Q: Are there specific regulations or statutes which concern residential and small**
18 **business customers?**

19 A: Yes. In addition to the general requirements in the code of conduct mentioned
20 above, there are more specific rules especially concerning residential and small
21 businesses customers. When marketing to residential customers, suppliers must
22 comply with the marketing regulations at 52 Pa. Code § 111. These regulations

1 primarily concern marketing performed by telemarketing and door-to-door agents;
2 but also include general requirements that apply to all residential marketing. The
3 rules address how agents are to identify themselves and avoid misrepresentation;
4 agent background checks; how sales are to be verified; and what information is to
5 be provided to potential customers, etc.

6 Section 2207(d) of the Competition Act requires that the “...*commission shall*
7 *establish regulations to require each electric distribution company, electricity*
8 *supplier, marketer, aggregator and broker to provide adequate and accurate*
9 *customer information to enable customers to make informed choices regarding the*
10 *purchase of all electricity services offered by that provider. Information shall be*
11 *provided to consumers in an understandable format that enables consumers to*
12 *compare prices and services on a uniform basis.*” Per this statutory requirement,
13 the Commission promulgated the customer information regulations at 52 Pa. Code
14 §§ 54.1 - 10, including the disclosure rules that apply to residential and small
15 business customers at § 54.5. These disclosure rules were originally promulgated
16 in 1998 and revised in 2007, 2014, and most recently in 2020. The intent of the
17 disclosure rules is to allow potential customers to make informed decisions about
18 their electric generation service and to compare prices and terms among
19 competing suppliers. Key things a supplier must include in the disclosure is the
20 price, price structure (fixed, variable, introductory, etc.), the duration of the
21 agreement, add-on features, the 3-day right of rescission, and what is to occur as
22 the contract nears expiration. An important reform included in the 2014 revision of

1 these regulations is the requirement that a contract summary accompany the
2 disclosure. The contract summary is intended to be a simple, one-page list of the
3 key parts of the agreement in a standard box-format that is easy to read and
4 facilitates the comparison of different products and/or different suppliers. One of
5 the items to be included in the contract summary is what is to occur as a contract
6 expires or changes.

7 Another important reform included in the 2014 revisions was the addition of
8 Section 54.10 concerning the *Notice of contract expiration or change in terms for*
9 *residential and small business customers*. This rule was promulgated in
10 recognition of the importance of informing customers of the expiration or change
11 of their supplier contract, and what their options are. The supplier must provide
12 two notices to the customer, with the second notice sent via U.S. Mail. The notices
13 must alert the customer to an upcoming contract expiration or change of terms,
14 with the second notice (known as the “options notice”) providing detailed
15 information about the proposed changes and what the customer’s options are, and
16 how to exercise those options.

17 **Q: Are there Commission regulations or statutes which govern an electric**
18 **generation supplier’s ability to participate in the market?**

19 A: All suppliers must first be licensed by the Commission before offering generation
20 service. To be licensed, a supplier must complete an extensive application form
21 and demonstrate technical and financial fitness. This application can be found on
22 the Commission’s website.

1 Part of this application includes an attestation that the applicant agrees to conform
2 to any Uniform Standards of Conduct and Disclosure as set forth by the
3 Commission. Further, the Applicant agrees that it must comply with and ensure
4 that its employees, agents, representatives, and independent contractors comply
5 with the standards of conduct and disclosure set out in Commission regulations at
6 52 Pa. Code § 54.43, as well as any future amendments. Applicants also have to
7 acknowledge that they have a statutory obligation to conform with 66 Pa. C.S. §
8 506, § 2807 (C), § 2807(D)(2), § 2809(B) and the residential standards and billing
9 practices of 52 Pa. Code Chapter 56. The supplier must also agree to comply with
10 various annual and quarterly reporting requirements as found in Chapter 54.

11 Suppliers who intend to serve residential and small commercial customers must
12 also submit a sample disclosure statement. This disclosure statement is reviewed
13 by BCS, who works with the applicant to bring the disclosure into compliance
14 with the Chapter 54 regulations. BCS must sign-off on the sample disclosure
15 before the applicant's licensing process can proceed.

16 Ultimately, after staff review, a supplier's application must be approved by the
17 Commission at a Public Meeting.

18 Also, before offering service, a supplier must post security with the Commission
19 to ensure payment of the supplier's Gross Receipt Taxes ("GRT") to the
20 Commonwealth and to also ensure that they comply with their energy procurement
21 obligations under the Alternative Energy Portfolio Standards ("AEPS") Act. The
22 amount of the security is regularly reviewed by the Commission to ensure it is

1 sufficient and reflects the current scope of the supplier's activities and level of
2 gross receipts. Failure to maintain the appropriate level of security with the
3 Commission is grounds for revocation of the supplier's license.

4 **Q: In your capacity as Director of OCMO, are you familiar with Planet Energy**
5 **(Pennsylvania) Corp. d/b/a RiteRate Energy d/b/a Value Plus Energy**
6 **("Planet Energy")?**

7 A: Yes, I am.

8 **Q: Who/what is Planet Energy?**

9 A: Planet Energy is a jurisdictional electric generation supplier ("EGS") licensed by
10 the Commission at Docket No. A-2011-2223534 to operate in the Pennsylvania
11 EDC service territories of Duquesne Light Company ("Duquesne Light"),
12 Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania
13 Power Company, PECO Energy Company ("PECO"), PPL Electric Utilities, Inc.
14 ("PPL"), and West Penn Power Company.

15 **Q: Is Planet Energy subject to the Commission's jurisdiction?**

16 A: Yes, Planet Energy, as an EGS in Pennsylvania, is a public utility as defined by
17 Section 102 of the Public Utility Code, 66 Pa.C.S. § 102, only for the limited
18 purposes as described in Sections 2809 and 2810 of the Competition Act, 66
19 Pa.C.S. §§ 2809-2810.

20 **Q: What companies operate under Planet Energy's EGS license?**

21 A: In addition to Planet Energy, RiteRate Energy and Value Plus Energy operate in
22 Pennsylvania under Planet Energy's license. Planet Energy indicate that RiteRate

1 Energy and Value Plus Energy are trade names of Planet Energy (Pennsylvania)
2 Corp. I will collectively refer to all three companies as Planet Energy unless
3 otherwise distinguished.

4 **Q: How did you become familiar with Planet Energy?**

5 A: Since Planet Energy was licensed in 2011, I have had occasional contact with
6 them over the years on various matters, as I do with many other suppliers. I
7 became aware of the problems with Planet Energy that are the subject of this
8 complaint in the spring of 2022. I am in routine contact with BCS about current
9 supplier problems that come to BCS's attention via informal complaints. BCS
10 informed me that we were seeing informal complaints from consumers
11 complaining about being dropped by Planet Energy, and there were indications
12 that the drops may have been done contrary to the rules and the disclosure
13 statements Planet Energy provided to customers. I also became aware of these
14 problems through email contacts via our PaPowerSwitch.com shopping website.
15 The website includes a feature that allows consumers to contact the Commission
16 with questions or concerns involving the competitive market and suppliers.

17 **Q: Did you personally review the informal complaints made against Planet**
18 **Energy which were received by the Bureau of Consumer Services?**

19 A: I was briefed by BCS on the informal complaints they had received and Planet
20 Energy's response to those complaints. I have also looked at the informal
21 complaints that are part of I&E's formal complaint and the related exhibits.

1 **Q: During your review, what complaint or complaints were made against Planet**
2 **Energy?**

3 A: Customers complained that they were dropped by Planet Energy back to utility
4 default service before the expiration of their contracts; and without notice from
5 Planet Energy.

6 **Q: Did you review the documents and information I&E received through its**
7 **informal investigation?**

8 A: Yes.

9 **Q: Did you review the documents labeled as I&E Exhibits 1 through 12 and**
10 **attached to I&E Statement No. 1?**

11 A: Yes.

12 **Q: What type of contract did Planet Energy offer to its customers?**

13 A: It appears that they primarily offered fixed-duration (length) fixed-price contracts.

14 **Q: Please explain a fixed-rate duration contract.**

15 A: A fixed duration contract is a contract that is in effect for a specified time period
16 (months, years, etc.). This time period is specified in the disclosure statement and
17 the contract summary that the customer receives from the supplier at the time of
18 enrollment. The terms and conditions in the disclosure remain in effect for the
19 specified time period. In contrast, a fixed-duration contract differs from a month-
20 to-month contract in that a month-to-month contract continues indefinitely on a
21 monthly basis until either party (the supplier or the customer) elects to terminate
22 the agreement.

1 **Q: Approximately how many Planet Energy customers were dropped from**
2 **service and returned to default service?**

3 A: My understanding is that there were approximately 5,690 customers dropped by
4 Planet Energy to utility default service.

5 **Q: To the best of your knowledge, did Planet Energy drop and/or terminate**
6 **service to all of its customers in 2022?**

7 A: It is my understanding that Planet Energy dropped all of their Pennsylvania
8 customers in 2022.

9 **Q: To the best of your knowledge, does Planet Energy currently have any**
10 **customers?**

11 A: It is my understanding that Planet Energy does not currently have any customers
12 in Pennsylvania.

13 **Q: Did Planet Energy provide notice of its intention to terminate service to its**
14 **approximately 5,690 customers prior to termination?**

15 A: It is my understanding that Planet Energy did not provide prior notice to either the
16 customers or the Commission before dropping the customers.

17 **Q: Did Planet Energy provide notice of its intention to modify the terms of the**
18 **fixed-rate contracts to its approximately 5,690 customers?**

19 A: It is my understanding that Planet Energy did not provide any notice to the
20 customers of its intent to modify the terms of the contracts.

1 **Q: After reviewing all the information gathered and made available to you, what**
2 **did you determine?**

3 A: I concluded that Planet Energy failed to comply with the terms of the disclosure
4 statements and contract summaries that they provided to their customers. They
5 failed to fulfill the duration (length) of contract that they promised in the
6 disclosure and contract summary. Upon making this change in duration, they
7 failed to provide advance notice of this change per the terms of their disclosure
8 and our regulations at 52 Pa. Code § 54.5 and § 54.10.

9 **Q: How did you reach this conclusion?**

10 A: The Planet Energy disclosure, see I&E Exhibit 2, section 6 re “Terms/Start
11 Date/Renewal,” declares that *“Subject to the termination rights contained in this*
12 *Agreement, the Term (the “Term”) of this Agreement will commence on the initial*
13 *flow of Energy by Planet to Customer hereunder (the “Start Date”) (or, if the*
14 *Agreement is terminated prior to the initial flow, the date of this Agreement) and*
15 *will continue until the day of the actual or estimated Premises meter reading*
16 *performed by Customer’s EDC/Utility which is closest to end of the Term; Planet*
17 *expects the Start Date to occur on a date set by the natural gas or electric*
18 *EDC/Utility.”* While this section does not include a specific time-period, the
19 contract summary, see I&E Exhibit 4, provides a “Contract Duration/Length” of
20 “Your contract duration will be **12 months** from the contract state date.” (bold is
21 in the original).

1 The same section 6 of the disclosure noted above also has this language
2 concerning notices (in all upper case): IF YOU HAVE A FIXED DURATION
3 CONTRACT THAT WILL BE ENDING, OR WHENEVER PLANET ENERGY
4 WANTS TO CHANGE THE CONTRACT, YOU WILL RECEIVE TWO
5 SEPARATE NOTICES BEFORE THE CONTRACT ENDS OR THE CHANGES
6 HAPPEN. YOU WILL RECEIVE THE FIRST NOTICE 45-60 DAYS BEFORE,
7 AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE
8 OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTCIES
9 [sic] WILL EXPLAIN YOUR OPTIONS.

10 Notices are mentioned elsewhere in the Planet Energy disclosure. Section 14 has
11 this language: **14. ELECTRICITY AND NATURAL GAS CHANGE IN**
12 **TERMS.** *In the event that Planet for unforeseen economic circumstances is not*
13 *able to provide Electricity and/or Natural Gas supply to Customer under the terms*
14 *of the Agreement, Planet will send Customer two (2) advance notices (“Economic*
15 *Notice”), the first notice will be sent to Customer between 45-60 days prior to the*
16 *effective date of the changes, and the second notice, no later than 30 days prior to*
17 *the effective date of the changes. Planet will explain Customer’s options in these*
18 *two (2) advance notices. Customer must positively affirm with Planet in writing or*
19 *recorded telephone conversation, Customers acceptance of the changes. If*
20 *customer does not positively affirm with Planet the proposed changes in the*
21 *Economic Notice, the proposed changes will be deemed rejected by Customer. If*
22 *rejected, Customer is free to pursue other opportunities in the market without*

1 *Penalties or Fees. If customer does not choose another Electricity supplier,*
2 *Customer will be returned to default service with the EDC/Utility.*

3 The contract summary also has additional language re notices (in all upper case):

4 *IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR*
5 *WHENEVER PLANET ENERGY WANTS TO CHANGE THE CONTRACT, YOU*
6 *WILL RECEIVE TWO SEPARATE NOTICES BEFORE THE CONTRACT ENDS*
7 *OR THE CHANGES HAPPEN. YOU WILL RECEIVE THE FIRST NOTICE 45-60*
8 *DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE*
9 *EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE.*
10 *THESE NOTCIES [sic] WILL EXPLAIN YOUR OPTIONS.*

11 Given all this repeated language about the duration of the contract and the notices
12 that Planet Energy would provide upon an approaching expiration of the contract
13 or a change in terms and conditions, it is reasonable to assume that a customer
14 would expect to be notified in advance of these instances. Despite the repeated
15 assurances to the customer found in the disclosure and contract summary, Planet
16 Energy, in not providing any advance notice whatsoever, failed to comply with its
17 own disclosure statement and contract summary. They also failed to comply with
18 the notice provisions in our regulations at 52 Pa. Code §54.5 and § 54.10 (the
19 notice provisions found in the disclosure and contract summary basically reflect
20 these regulations).

1 **Q: Are there specific Commission regulations which speak directly to an EGS's**
2 **responsibility to provide notice to its customers?**

3 A: Yes.

4 **Q: Please identify the relevant regulations.**

5 A: The *Disclosure statement for residential and small business customers* at 52 Pa.
6 Code § 54.5 requires that disclosure statements include information as what the
7 customer can expect as their contract nears expiration or if the supplier wants to
8 propose a change in terms and conditions. The regulation at paragraph (g) includes
9 the verbatim language that is to be included in the disclosure:

10 *(g) Disclosure statements must include the following customer notifications for*
11 *fixed duration or non-fixed duration contracts:*

12 *(1) For fixed-duration contracts, disclosure statements must include the following*
13 *notification: ‘If you have a fixed duration contract that will be ending, or*
14 *whenever <EGS name> wants to change the contract, you will receive two separate*
15 *notices before the contract ends or the changes happen. You will receive the first*
16 *notice 45 to 60 days before, and the second notice 30 days before the expiration*
17 *date or the date the change becomes effective. These notices will explain your*
18 *options.’*

19 *(2) For contracts that are not fixed-duration contracts, disclosure statements must*
20 *include the following notification: ‘If <EGS name> wants to change the contract,*
21 *you will receive two separate notices before the changes happen. You will receive*

1 *the first notice 45 to 60 days before the change, and the second notice 30 days*
2 *before the change. These notices will explain your options.’’*

3 Given the importance of this information, the contract summary that accompanies
4 the disclosure is to also include this same information as to increase the likelihood
5 that the customer will see it and understand what it is to occur.

6 Detailed requirements for the notices referenced in the above-noted regulation are
7 found at 52 Pa. Code § 54.10; *Notice of contract expiration or change in terms for*
8 *residential and small business customers*. This rule was promulgated in 2014 in
9 recognition of the importance of informing customers of the expiration or change
10 of their supplier contract, and what their options are. In instances of a fixed-
11 duration contract expiring, or if the supplier wants to change any contract terms,
12 the supplier must provide two notices to the customer, with the second notice sent
13 via U.S. Mail. The notices must alert the customer to an upcoming contract
14 expiration or change of terms, with the second notice (known as the “options
15 notice”) providing detailed information about the proposed changes and what the
16 customer’s options are, and how to exercise those options.

17 The purpose of this regulation is to ensure that customers can make informed
18 choices about their electric generation service and that they understand their
19 options going forward. These options usually include accepting the supplier’s
20 proposed changes, or shopping for another product option from that same supplier
21 or a different supplier, or returning to utility default service.

1 **Q: Did Planet Energy fail to provide notice to its customers prior to expiration of**
2 **a fixed-rate duration contract in violation of 52 Pa. Code § 54.10?**

3 A: Yes.

4 **Q: Did Planet Energy fail to provide written disclosure to its customers of the**
5 **change in terms when it changed the terms of the fixed-rate duration**
6 **contracts in violation of 52 Pa. Code § 54.5?**

7 A: Yes.

8 **Q: Did Planet Energy fail to provide notification of change in conditions or**
9 **service, intent to cease operations as an EGS, and an explanation of denial of**
10 **service in violation of 52 Pa. Code § 54.43?**

11 A: Yes.

12 **Q: Did Planet Energy fail to provide notice to the Commission or the affected**
13 **distribution utilities and default service providers 90 days prior to**
14 **abandonment in violation of 52 Pa. Code § 54.41?**

15 A: I am not aware of any notice to the Commission or the EDCs.

16 **Q: Did Planet Energy abandon service without providing written notice to the**
17 **Commission, to its approximately 5,690 customers, the affected distribution**
18 **utilities, and the default service providers prior to abandonment in violation**
19 **of 52 Pa. Code § 54.41?**

20 A: Yes.

1 **Q: During your tenure as the Director of OCMO, have you seen or been aware**
2 **of any prior complaints which are similar to this matter?**

3 A: Over the years, there have always been some informal complaints from consumers
4 alleging that they were improperly dropped from supplier service. However, upon
5 investigation, there are usually satisfactory explanations for what happened. In
6 some cases, the customer was on a month-to-month contract and the supplier
7 elected to terminate the agreement per the terms of the disclosure. In other
8 instances, the customer was not aware that their fixed-duration contract had ended,
9 with the supplier electing not to extend the relationship with the customer, and the
10 customer somehow missing or not understanding the expiration notices.

11 There have been other, isolated incidents where, usually due to some technical
12 glitch or miscommunication, a customer is accidentally dropped from supplier
13 service. There have also been some instances where the supplier abruptly ceases
14 operations, usually due to a bankruptcy filing or default at PJM (a regional
15 transmission organization that coordinates the movement of wholesale electricity
16 in all or parts of 13 states and the District of Columbia, including Pennsylvania),
17 and the customers are returned to default service. However, these instances are
18 rare – with the more likely scenario being that a supplier that wants to or needs to
19 shed customer load by arranging with another supplier to “assign” the customer to
20 the new supplier. The customer is then seamlessly transferred to the new supplier
21 service, at their existing contract terms and conditions. This assignment process is
22 provided for in paragraph (j) of our disclosure regulations at 52 Pa. Code § 54.5.

1 **Q: Are you aware of any prior situation where an EGS terminated all fixed-rate**
2 **duration contracts without notice to its customers?**

3 A: As I noted above, we have seen a few situations where a supplier abruptly leaves
4 the market, returning its customers to default service. This is usually caused by a
5 supplier bankruptcy or default at PJM. Also as noted above, we have seen isolated
6 instances involving individual customers, usually caused by a technical glitch or
7 miscommunication. I do not recall seeing a situation where a supplier, not in
8 bankruptcy or default, returned all of its customers to default without first
9 providing notice to the customer.

10 **Q: Are you aware that I&E is seeking a civil penalty of \$2,845,000.00 in this**
11 **matter?**

12 A: Yes.

13 **Q: What is your position on imposing a \$2,845,000.00 civil penalty in this**
14 **matter?**

15 A: I believe that the civil penalty amount is appropriate given the egregious violations
16 committed by Planet Energy.

17 **Q: Are you aware that I&E is also seeking revocation of Planet Energy's EGS**
18 **license?**

19 A: Yes.

20 **Q: What is your position on revoking Planet Energy's EGS license in this**
21 **matter?**

22 A: I believe that the revocation of Planet Energy's EGS license is appropriate. The

1 violations of our regulations in these instances demonstrate a lack of financial and
2 technical fitness to serve Pennsylvanians that is expected of all licensees. 52 Pa.
3 Code § 54.37(1) concerning the approval of EGS applicants requires that: *The*
4 *applicant is fit, willing and able to properly perform the service proposed in*
5 *conformance with applicable provisions of the code and the lawful Commission*
6 *orders and regulations, specifically including Chapter 56 (relating to Standards*
7 *and Billing Practices for Residential Utility Service)*. This regulation reflects the
8 statutory language found in the *Electricity Generation Customer Choice and*
9 *Competition Act* at Section 2809(b) re requirements for electric generation
10 suppliers and license application and issuance.

11 **Q: Are you familiar with the Commission’s Policy Statement regarding *Factors***
12 ***and Standards for Evaluating Litigated and Settled Proceedings Involving***
13 ***Violations of the Public Utility Code and Commission Regulations (“Policy***
14 ***Statement” or “Rosi factors”)?***

15 A: Yes.

16 **Q: In your opinion as the Director of OCMO, was Planet Energy’s conduct of a**
17 **serious nature, such as willful fraud or misrepresentation?**

18 A: Yes, I believe that Planet Energy’s conduct was of a serious nature. They failed to
19 honor written commitments that they had made to the customer in their disclosure
20 statements and contract summaries – an action that I think can be considered
21 fraudulent. And by failing to provide advance notice of the drop to default service,
22 Planet Energy denied these customers the opportunity to avoid the default service

1 (at a possibly higher price). With advance notice, the customer would have had
2 time to shop and consider other options from other suppliers.

3 **Q: In your opinion as the Director of OCMO, was Planet Energy's conduct**
4 **intentional or negligent?**

5 A: Based upon the information that I have reviewed, it appears that Planet Energy
6 made a deliberate decision to shed these customers and to do so without providing
7 prior notice as required by the Commission's regulations. This did not happen
8 accidentally or inadvertently.

9 **Q: How many customers were affected by Planet Energy's conduct?**

10 A: It is my understanding that approximately 5,690 customers were affected.
11 Additionally, I contend that the damage caused by Planet Energy's actions go
12 beyond these 5,690 customers and impacted the entire energy market. One of the
13 features of our competitive market that has always been highlighted by the
14 Commission and suppliers is the ability of consumers, by shopping, to "lock-in" a
15 fixed price for a period of time. This provides price certainty for customers and
16 allows them to escape the price fluctuations of a variable price or the
17 quarterly/semi-annual changes to the default service price. What Planet Energy did
18 was to deny their customers of this price certainty. Will those customers ever
19 "trust" the competitive market again? And what of those who heard or read about
20 this? Will they "trust" the market and shop? The resulting damage to the
21 reputation and integrity of the market is incalculable.

1 **Q: In your capacity as the Director of OCMO, are you aware of Planet Energy's**
2 **compliance history?**

3 A: Yes. While they have had previous formal complaints filed against them by
4 customers, as far as I am aware, none of those resulted in sanctions or penalties.
5 This current proceeding is the only one prosecuted by the Bureau of Investigation
6 and Enforcement that I am aware of.

7 **Q: In your opinion as Director of OCMO, is the civil penalty sought by I&E in**
8 **this matter sufficient and necessary to deter future violations?**

9 A: Yes.

10 **Q: Have all your answers and responses today been based upon your personal**
11 **knowledge or professional expertise?**

12 A: Yes.

13 **Q: Does this conclude your direct testimony?**

14 A: Yes. However, I reserve the right to supplement my testimony as additional issues
15 and facts arise during the course of the proceeding.

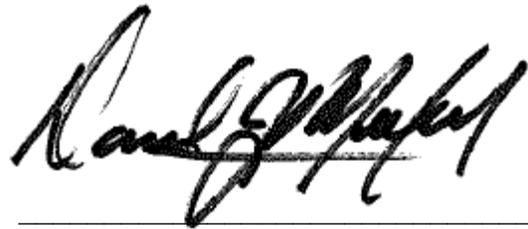
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2023-3041126
	:	
Planet Energy (Pennsylvania) Corp.	:	
d/b/a RiteRate Energy	:	
d/b/a Value Plus Energy	:	

VERIFICATION

I, Daniel Mumford, Director, Office of Competitive Market Oversight, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Dated: November 30, 2023



Daniel Mumford
Director
Office of Competitive Market Oversight
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, HARRISBURG, PA 17120

BUREAU OF
INVESTIGATION
&
ENFORCEMENT

January 4, 2024

Via Electronic Mail

Honorable John M. Coogan
Administrative Law Judge
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120
jcoogan@pa.gov

Re: Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement v.
Planet Energy (Pennsylvania) Corp.
d/b/a RiteRate Energy d/b/a Value Plus Energy
Docket No. C-2023-3041126
**Pre-Served Rebuttal Testimony
of the Bureau of Investigation and Enforcement**

Dear Judge Coogan:

Enclosed please find the following **Pre-Served Rebuttal Testimony of the Bureau of Investigation and Enforcement's (I&E) witness:**

I&E Statement No. 2-R – Daniel Mumford

Copies have been served on the parties of record in accordance with the Certificate of Service. If you have any questions, please contact the undersigned.

Sincerely,

Michael L. Swindler
Deputy Chief Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID No. 43319
(717) 783-6369
mwindler@pa.gov

MLS/jfm
Enclosures

cc: Rosemary Chiavetta, Secretary (*Cover Letter and Certificate of Service only – via e-file*)
Daniel Mumford, Director OCMO (*via email- dmumford@pa.gov*)
Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2023-3041126
	:	
Planet Energy (Pennsylvania) Corp.	:	
d/b/a RiteRate Energy	:	
d/b/a Value Plus Energy	:	

**REBUTTAL TESTIMONY OF THE
BUREAU OF INVESTIGATION AND ENFORCEMENT:
STATEMENT NO. 2-R**

Testimony of: Daniel Mumford
Director
Office of Competitive Market Oversight

1 **Q: Please state your name.**

2 A: Daniel Mumford.

3 **Q: Are you currently employed?**

4 A: Yes.

5 **Q: By whom are you employed and in what capacity?**

6 A: I am employed by the Pennsylvania Public Utility Commission (“PUC” or
7 “Commission”), as the Director of the Office of Competitive Market Oversight
8 (“OCMO”). My business address is Pennsylvania Public Utility Commission,
9 Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120.

10 **Q: Are you the same Daniel Mumford who submitted pre-served written direct**
11 **testimony in this matter on November 30, 2023?**

12 A: Yes, my written direct testimony was submitted as I&E Statement No. 2.

13 **Q: Did you review the written direct testimony served by Planet Energy on**
14 **November 30, 2023?**

15 A: Yes, I reviewed the written direct testimony of Jordan Small.

16 **Q: On pages 5, 8, 9, and 10 of Planet Energy’s Direct Testimony of Jordan Small,**
17 **Planet Energy discusses the Commission’s “Fixed Means Fixed” Order and**
18 **points to it as one of the causes for Planet Energy having no other choice but**
19 **to return customers to default service without notice. Please provide a brief**
20 **description of the “Fixed Means Fixed” Order and its background.**

21 A: “Fixed Means Fixed” is the generic, commonly-used name for a November 2013
22 Commission Order “*Guidelines for Use of Fixed Price Labels for Products With a*

1 *Pass-Through Clause*” at Docket No. M-2013-2362961. This order discussed a
2 variety of supplier pricing issues and how prices are to be presented to residential
3 and small business customers, including the appropriateness of pass-through
4 charges, such as the balancing charges Planet Energy discusses on page 9 of their
5 above-referenced testimony. This order followed the issuance of a Tentative
6 Order on May 23, 2013 inviting any interested parties file comments on the
7 pricing issues discussed in the order, and specifically about the use of the label
8 “Fixed Price” when presenting products with pass-through clauses to potential
9 customers. This included a Commission proposal to adopt a new pricing label,
10 “Price With Pass-Through Clause” that would provide a pricing option for
11 suppliers who wished to offer products that included such clauses. Twelve parties
12 filed comments in response to the Commission's Tentative Order, including a mix
13 of suppliers, utilities, and advocates.

14 **Q: What did the Commission declare in the “Fixed Means Fixed” Final Order?**

15 A: After careful consideration of the comments filed, the Commission rejected its
16 tentative proposal to create a new pricing label, “Price With Pass-Through Clause”
17 – declaring “...we agree with those that voiced opposition and we will withdraw
18 the proposal to create a new pricing label ‘Price With Pass-Through Clause.’ We
19 find PULP persuasive when they point out that this would simply be an iteration of
20 a variable-price contract; one with a distinction of little difference. We agree with
21 FES, DES, NEM and WGES that this could lead to customer confusion and
22 discouragement, which would harm all EGSs.” (page 24). The Commission

1 reiterated “*that a ‘fixed price’ product must not change in price during the term of*
 2 *the agreement – is the appropriate policy*” and that “*customers are best served by*
 3 *labels and terms that are precise, straightforward, transparent, and in plain*
 4 *language. Given this, ‘fixed means fixed’ appears to be the outcome that most*
 5 *faithfully meets these expectations.*” (page 23)

6 **Q: Planet Energy argues, on page 11 of their Direct Testimony, that “Had the**
 7 **fixed means fixed changes not been made, Planet Energy would have**
 8 **otherwise been able to make the necessary adjustments and would have**
 9 **avoided material and adverse effects for Planet Energy and its customers.”**

10 **In your opinion, is this an accurate statement?**

11 A: No. In the “Fixed Means Fixed” Final Order, the Commission acknowledged the
 12 concerns of suppliers about their exposure to forces beyond their control and
 13 provided some flexibility even with fixed-price contracts. On pages 24-25 of the
 14 Final Order, the Commission discussed these concerns:

15 *“Having agreed with DES that “fixed is fixed and everything else is variable,” we*
 16 *acknowledge the concern raised by PPL EnergyPlus, FES, Constellation, NEM,*
 17 *RESA and WGES about an EGSs exposure to harm caused by forces beyond their*
 18 *control. As RESA points out, this could result in EGSs limiting the variety of*
 19 *products in the market and lessen competitive activity. We acknowledge these*
 20 *concerns and understand that if EGSs are not able to recover costs that are*
 21 *imposed upon them, they may indeed limit the variety of long-term fixed price*

1 *offers they make available. Additionally, such offers may have to include a*
2 *substantial risk-premium that would increase customer costs.”*

3 To address these concerns, the Commission offered the use of an “regulatory-out”
4 clause as an option for suppliers as discussed on pages 24-25:

5 *“However, we think there may be mechanisms to help address this concern that*
6 *are more legally tenable than allowing a “fixed” price to change. In this regard,*
7 *we think DES’s suggestion has merit –that an EGS can provide for a ‘regulatory-*
8 *out’ clause that would allow an EGS to, under circumstances outlined in the*
9 *clause, reformulate the contract by proposing new contract terms to the customer*
10 *so long as the customer affirmatively consents. A lack of a customer response*
11 *would be deemed a rejection of the new terms. In the event of a rejection by the*
12 *customer, the customer is then free to pursue other opportunities in the market*
13 *with no penalty.*

14 *We think this approach has merit because it does provide the customer some level*
15 *of certainty and allows EGSs to continue to market long-term contracts as fixed*
16 *while avoiding the danger of being trapped in an uneconomic contract. We agree*
17 *with DES that such a ‘regulatory-out’ clause should only be exercised after notice*
18 *to the customer and if the EGS wants to reformulate the contract, the customer*
19 *would have to affirmatively consent to such. Further, we think the ‘regulatory-out’*
20 *clause has to be clearly stated in the disclosure, in the same section that discusses*
21 *the ‘length of term,’ 52 Pa. Code § 54.5(c)(4), and it should specify as much as*
22 *possible the circumstances under which the clause could be invoked. Any terms or*

1 *acronyms used in the clause that are not commonly understood should be clearly*
2 *defined in the ‘definitions’ section of the disclosure. 52 Pa. Code § 54.5(e).”*

3 Per the above, Planet Energy, having been confronted with unanticipated
4 wholesale market charges as they allege in their testimony, could have utilized the
5 above-discussed procedures to seek price adjustments with their customers. This
6 would have involved proposing a new price to the customer via notices, and
7 obtaining customer consent to the changes. Absent such consent, the contracts
8 could have been cancelled with the customer free to go to another supplier or
9 default service without penalty. Planet Energy does not mention this provision of
10 the “Fixed Means Fixed” Order and fails to offer an explanation as to why they
11 chose not to utilize this option.

12 **Q: Did Planet Energy have any other pricing or product options available to**
13 **them to mitigate concerns over wholesale market price changes?**

14 A: Yes. Planet Energy could have offered variable-price products, where the
15 customers’ price could vary based upon changes to wholesale market and ancillary
16 service price changes. Variable pricing is perfectly legal and a common feature in
17 our residential competitive market. With such a product, Planet Energy would
18 have been free to adjust the customer’s price without prior notices or altering the
19 contract. Variable products are common and readily available to residential
20 consumers – as can be discovered exploring the Commission’s electric shopping
21 website, PAPowerSwitch.com.

1 Another option suppliers can utilize are month-to-month contracts. Specified-
2 fixed-duration multiple-month contracts are not required. Suppliers are free to
3 offer month-to-month arrangements that allow both the customer and the supplier
4 to exit the arrangement with little or no notice. Under such a contract, if the
5 supplier finds serving the customer is uneconomical, they can end the contract.
6 The customer can do likewise.

7 **Q: On pages 10 and 11 of Planet Energy’s Direct Testimony, they discuss the**
8 **variable rate option and why they did not offer it. What is your opinion of**
9 **their explanation for not offering this type of product?**

10 A: It is a troubling explanation. They appear to be arguing that they avoided offering
11 variable products because the customers “...*would only know their energy supply*
12 *costs after they had received their bills*” but then continue to argue that “*Had the*
13 *fixed means fixed changes not been made, Planet Energy would have otherwise*
14 *been able to make the necessary adjustments and would have avoided material*
15 *and adverse effects for Planet Energy and its customers.*” First, it is not a
16 requirement nor a feature of all variable-priced products that a customer “would
17 only know their energy supply costs after they received their bills” – this would be
18 dependent upon what kind of variable-priced product the supplier is providing. It
19 is possible to offer variable-priced products with advance notice of price changes
20 (in fact, customers who end up on variable-priced products because of their non-
21 response to contract expiration notices are required to receive advance notice of
22 price changes – see 52 Pa Code 54.10). Secondly, Planet Energy bemoans their

1 inability to make “adjustments” to fixed-prices due to “Fixed Means Fixed.” But
2 would not such “adjustments” also mean that the customer would not really know
3 their energy supply price until they received their bills? How would these
4 “adjustments” to a fixed-price be any different from a variable-price? As the
5 Commission declared on page 24 of the “Fixed Means Fixed” Final Order, a
6 supposedly fixed-price product with adjustments “would simply be an iteration of
7 a variable-price contract; one with a distinction of little difference.” What Planet
8 Energy appears to have wanted is a product that they could have labelled as
9 “fixed”; but can be “variable” when so desired by the supplier. Again, Planet
10 Energy was perfectly free to offer variable-price products like many other
11 suppliers. What is not permissible, per the “Fixed Means Fixed” Order, is offering
12 what is in reality a variable-priced product but disguising it as a “fixed price”
13 product in the disclosure and marketing materials. Basically, it has to be one or
14 the other – and clearly labelled as such.

15 **Q: On pages 29-32, Planet Energy argues that in most cases, customers were**
16 **returned to a default service price that was less expensive than the customer’s**
17 **Planet Energy price – and that this lack of “damage” to the customer**
18 **mitigates their actions. Do you have any concerns with this argument?**

19 A: Yes. First, it is irrelevant as to what price the customer was paying with the
20 supplier as compared to the default price when it comes to a supplier honoring a
21 contract. It is not the supplier’s place to be making electric supply decisions on
22 behalf of the customer – those are decisions that are to be left to the customer.

1 Again, as discussed above, a supplier can propose new terms to a customer, but
2 cannot arbitrarily and unilaterally impose changes, such as ending the contract,
3 without first providing notice to the customer.

4 But even leaving that issue aside, I have concerns with Planet Energy's customer-
5 cost analysis. Even if one concedes that the customer, at the time of the drop to
6 default (April, May, and June of 2022 – see Planet Energy direct testimony page
7 5), received a lower price from the default provider, would this hold true for the
8 remaining months of the customer's contract with Planet Energy, the contracts
9 Planet Energy unilaterally terminated early? Default service rates escalated
10 steeply in the second half of 2022, and by December 1 the residential default rate
11 of cents per kWh at was 9.855 at PECO; 10.303 at Met Ed; 11.25 at Duquesne
12 Light; and 14.612 at PPL. ([https://www.puc.pa.gov/press-release/2022/puc-
13 urges-consumers-to-prepare-for-rising-winter-energy-costs-explore-conservation-
14 and-affordability-options-as-utilities-adjust-supply-prices](https://www.puc.pa.gov/press-release/2022/puc-urges-consumers-to-prepare-for-rising-winter-energy-costs-explore-conservation-and-affordability-options-as-utilities-adjust-supply-prices)). Compare these
15 prices to the 9.99 Planet Energy price as cited in their direct testimony at page 30.

16 **Q: Starting on page 6 of their Direct Testimony, Planet Energy discusses the**
17 **market and regulatory events that supposedly resulted in the escalated prices**
18 **that led to Planet Energy dropping their customers. Do you have any**
19 **thoughts on these statements and claims?**

20 **A:** Yes. Energy markets, like many commodities, can at times be turbulent and
21 unpredictable. Wholesale market constructs can be in almost continual flux.
22 Federal and state legislative and regulatory changes can be frequent. This is the

1 environment all suppliers have to operate in. And in fact, in 2022, the vast
2 majority of suppliers honored their commitments and the vast majority of
3 customers saw their arrangements continued and unaltered. So apparently there
4 are ways for a supplier to endure such market conditions. As discussed above,
5 suppliers have options when opting to serve residential consumers. If a supplier is
6 not confident of being able to commit to fixed price products or fixed long-
7 duration contracts, there are alternatives that many suppliers take advantage of.
8 They can offer variable priced contracts, month-to-month contracts, or contracts
9 with “regulatory-out” clauses that allow for modification of contracts upon notice
10 to the customer. All of these are permitted. What is not permitted is failing to
11 honor a contract. Suppliers should not make promises that they are not positioned
12 to keep.

13 **Q: In their Direct Testimony, starting on page 15, Planet Energy contends that**
14 **the dropping of customers was proper and in compliance with Section 8 of**
15 **Planet Energy’s Terms and Conditions. Do you have any concerns with this**
16 **contention?**

17 A: Yes. While Section 8 does list a series of things that can trigger an early contract
18 termination, this section concludes with the sentence : “Should Planet initiate
19 cancellation of this Renewal Agreement for any reason other than for customer
20 non-payment, Planet will follow the applicable rules **in providing notice to**
21 **Customer.**” (emphasis added). Again, Planet Energy did not provide notice to the
22 customer, as they admit on page 18 of their Direct Testimony. At best, all Planet

1 Energy can point to is the supplier switch notice sent to the customer by the utility.
2 This notice is from the default provider/utility, in compliance with the supplier
3 switching regulations at 52 Pa Code 57.173(2) and merely informs the customer of
4 a switch of supply service and the date of the switch – it does not come from the
5 supplier and has nothing to do with the supplier/customer contract agreement. It is
6 not the responsibility of the utility to provide notices on behalf of the supplier in
7 compliance with the supplier’s disclosures – it is the supplier’s responsibility.

8 **Q: On pages 19-19 of their Direct Testimony, Planet Energy argues that no**
9 **notices were required because Planet Energy was not making any changes to**
10 **the terms and conditions of its service to consumers. Do you agree with this**
11 **argument?**

12 A: No. In ending the contracts unilaterally and without notice, Planet Energy was in
13 fact changing the terms and conditions of their contracts. The duration of the
14 agreement is a term and condition of the contract that needs to be disclosed to the
15 customer – per 52 Pa Code 54.(c)(6). In dropping the customer before the
16 specified duration ended, Planet Energy was changing the terms and conditions.
17 And doing so without notice, as noted above, was contrary to the disclosure and
18 thus a further change in terms and conditions.

19 **Q: On page 19 of their Direct Testimony, Planet Energy argues that contracts**
20 **are not indefinite and that they have term limits, and upon their expiration**
21 **they end. Do you agree?**

22 A: Yes; noting that it was Planet Energy that failed to respect the term length/duration

1 provisions of their contracts – not their customers. There is nothing in our
2 regulations that requires a supplier to serve a customer beyond their specified
3 contract duration nor “indefinitely.”

4 **Q: On pages 16-17 of their Direct Testimony, Planet Energy points out that their**
5 **disclosure statements were “reviewed and approved by the PUC and the**
6 **Attorney’s General Office...” Is this accurate?**

7 A: I can only speak about matters regarding the PUC; not the Office of Attorney
8 General. When a supplier applies to the Commission for a residential license, they
9 are required to submit a sample disclosure statement (for a current example, see
10 Appendix J of the EGS application package:
11 https://www.puc.pa.gov/documents/utility-files/561/EGS_Lic_App-091123.pdf).

12 This sample disclosure is then informally reviewed by the staff of the
13 Commission’s Bureau of Consumer Services. Staff will work with the EGS
14 applicant to bring the sample disclosure into compliance with the regulations
15 (specifically 52 Pa Code 54.5 and 54.10). A supplier will not be licensed until this
16 process is completed to the satisfaction of the BCS staff. However, it is important
17 to note that once a supplier is licensed, they are free to revise their disclosure
18 statements at any time without PUC review or approval. In reality, of course
19 suppliers revise their disclosures frequently to reflect new product offerings,
20 services, etc. It should never be assumed that every supplier disclosure being used
21 in the market at any given time is “reviewed and approved by the PUC.”

1 **Q: Have all your answers and responses today been based upon your personal**
2 **knowledge or professional expertise?**

3 A: Yes.

4 **Q: Does this conclude your rebuttal testimony?**

5 A: Yes. However, I reserve the right to supplement my testimony as additional issues
6 and facts arise during the course of the proceeding.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2023-3041126
	:	
Planet Energy (Pennsylvania) Corp.	:	
d/b/a RiteRate Energy	:	
d/b/a Value Plus Energy	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **Pre-Served Rebuttal Testimony of the Bureau of Investigation and Enforcement** dated January 4, 2024, upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Service by Electronic Mail Only

Jordan Small
Vice President
Regulatory Affairs & Compliance
Planet Energy (Pennsylvania) Corp.
1691 Michigan Avenue, Suite 425
Miami Beach, Florida 33139
jsmall@planetenergy.ca

Jayne Risk, Esq.
Brian J. Doyle, Esq.
DLA Piper LLP
One Liberty Place
1650 Market Street, Suite 5000
Philadelphia, PA 19103-7300
jayne.risk@us.dlapiper.com
brian.boyle@us.dlapiper.com

Sharon E. Webb, Esq.
Commonwealth of Pennsylvania
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
swebb@pa.gov

Christine M. Hoover, Esq.
David T. Evrard, Esq.
Christopher M. Andreoli, Esq.
Commonwealth of Pennsylvania
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101
choover@paoca.org
devrard@paoca.org
candreoli@paoca.org



Michael L. Swindler
Deputy Chief Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID No. 43319
(717) 783-6369
mwindler@pa.gov



Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
 Harrisburg, PA 17105-3265
EFILING - FILING DETAIL

Date Created	Filing Number
1/4/2024	2513285

Your filing has been electronically received. Upon review of the filing for conformity with the Commission's filing requirements, a notice will be issued acknowledging acceptance or rejection (with reason) of the filing. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

The date filed on will be the current day if the filing occurs on a business day before or at 4:30 p.m. (EST). It will be the next business day if the filing occurs after 4:30 p.m. (EST) or on weekends or holidays.

Docket Number: C-2023-3041126

Case Description:

Transmission Date: 1/4/2024 10:41 AM

Filed On: 1/4/2024 10:41 AM

eFiling Confirmation Number: 2513285

File Name	Document Type	Upload Date
C-2023-3041126 (Planet Energy) I&E Rebuttal Testimony CL&COS.pdf	Certificate of Service	1/4/2024 10:41:01 AM

For filings exceeding 250 pages, the PUC is requiring that filers submit one paper copy to the Secretary's Bureau within three business days of submitting the electronic filing online. Please mail the paper copy along with copy of this confirmation page to Secretary, Pennsylvania Public Utility Commission, 400 North Street, Harrisburg PA 17120 a copy of the filing confirmation page or reference the filing confirmation number on the first page of the paper copy.

No paper submission is necessary for filings under 250 pages.

You can view a record of this filing and previous filings you have submitted to the PUC by using the links in the Filings menu at the top of the page. Filings that have been submitted within the last 30 days can be viewed by using the Recent Filings link. Older filings can be viewed by using the search options available in the Filing History link.

I&E
Exhibit 1

CONFIDENTIAL

I&E
Exhibit 2



**TERMS AND CONDITIONS OF ELECTRICITY AND/OR NATURAL GAS
SUPPLY CUSTOMER AGREEMENT AND AGENCY APPOINTMENT**

Planet Energy (Pennsylvania) Corp. ("**Planet**") agrees to sell and deliver Natural Gas and/or Electricity supply (collectively "**Energy**") to the customer (the "**Customer**") named on the Energy Application (the "**Application**") and to provide related services described herein on behalf of Customer. The agreement (the "**Agreement**") consists of the Application, the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer's service address(es) (the "**Premises**"). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. AGENCY APPOINTMENT. Customer hereby appoints Planet to be Customer's sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer's local Electric Distribution Company (the "EDC") and/or local natural gas distribution company (the "**EDC/Utility**") is entitled to rely upon all actions taken or documents signed by Planet in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by Planet on Customer's behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs Planet to enter into arrangements on Customer's behalf with Customer's EDC/Utility to give effect to this Agreement. Customer authorizes and directs Customer's EDC/Utility to release to Planet any and all information in such person's possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation and historical consumption information. Further, Customer authorizes and directs Customer's EDC/Utility to provide Planet with any and all information related to any change to Customer's Premises or Customer's account, including, without limitation, providing Planet with Customer's forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to Planet recording telephone conversations between Customer and Planet and maintaining such recordings, and Planet calling the phone number(s) provided within the Agreement. Customer may revoke either consent by clearly informing Planet in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) Planet is not a local electricity distribution company, local gas distributor or regulated EDC/Utility and **is not affiliated with Customer's EDC/Utility**; and (ii) the price under this Agreement is not regulated by the Pennsylvania Public EDC/Utility Commission ("**PUC**"). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for the same supply service(s) that are the subject of this Agreement, to and for the Premises; (iii) Customer will not modify or revoke Planet's agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iv) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Customer's consumption; (v) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to Planet; and (vi) all representations made and all information provided to Planet in this Agreement are true, complete, accurate and correct and that Planet is relying upon this information to enter into and perform this Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to Planet for Energy throughout the Term shall be the amount per one hundred cubic feet ("**Ccf**") or therm of Gas and/or kilowatt hour ("**kWh**") of Electricity multiplied by Customer's Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the "**Price**"). In addition, if Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out in the Application. The Price for this contract can be found on the Contract Summary sheet.

a. Gas. If Customer has selected a Gas Fixed Rate, Customer's Price will be based on the Fixed Rate(s), plus the Administration Charge, set forth in the Application, which includes Planet's compressor fuel and transportation charges, administrative and transaction costs and the Gas Balancing Amount and any Regulatory Charges (defined below). This price includes natural gas commodity charges and estimated total State Taxes but excludes applicable state and local Sales Tax.



b. Electric. If Customer has selected an Electricity Fixed Rate on the Application, Customer's Price will be based on the Fixed Rate(s) which includes Local and State taxes, Gross Receipts Tax (GRT), PJM Adjustment (defined below) charges and adjustments and EDC/Utility applied charges and/or fees related to generation, plus the Administration Charge, which includes, Electricity Balancing Amount and third party EDC/Utility and billing charges. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

Customer understands and agrees that included in the Administration Charge is the cost of the Energy Balancing Amount (defined below). Customer understands that in order for Planet to be able to supply Energy to its existing and prospective customers, Planet enters into supply arrangements to meet the forecasted consumption of its various groups of customers. These forecasts are based on historical data, load shapes and/or estimates. To the extent that actual pooled consumption of Planet's Energy customers varies from supply arrangements and/or Customer's EDC/Utility delivery requirements, Planet incurs a cost in balancing and settling its supply arrangements with such pooled consumption. To ensure a fixed all-inclusive Rate, Planet has included in the Administration charge, the Energy Balancing Amount, to balance and settle the variance between pooled consumption and supply arrangements (the "**Energy Balancing Amount**").

In respect of Electricity, Customer understands that there are certain estimated pass through costs, made up of charges to Planet by the PJM Interconnection ("PJM") and/or Customer's EDC/Utility, including but not limited to ancillary service charges, the cost of unaccounted for electricity, capacity charges and any replacement or recharacterization of these charges. In this regard, the "**PJM Adjustment**", is included in the Fixed Price Rate. Customer acknowledges and agrees that by entering into this Agreement, Customer will not be eligible to receive any net metering credits and other incentives to which Customer would otherwise be entitled.

Further, included in the Rate are the amounts charged or billed to Planet or Customer by Customer's EDC/Utility, the PUC or any other regulatory or government entity, including any taxes, delivery, regulated transmission, regulated distribution, pipeline, compressor fuel, uplift, congestion, locational marginal pricing, invoice market participant, service, billing, or similar or related charges and any, deposits, interest or late payment fees or other amounts in connection with the supply and delivery of Energy to the Premises (collectively, "**Regulatory Charges**"). Customer agrees to pay the monthly Administration charge for Energy supply (the "**Administration**" charge). For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide Planet with distributor-consolidated billing, for whatever reason, Planet may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to Planet and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by Planet to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term; Planet expects the Start Date to occur on a date set by the natural gas or electric EDC/Utility. Customer understands that there might be a delay in the start of supply for reasons beyond Planet's control, including a delay by the EDC/Utility in providing Planet with requested information or in processing this Agreement. Please refer to the Contract Summary document for the length of your term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER PLANET 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICIES WILL EXPLAIN YOUR OPTIONS.



7. ACCOUNT CHANGES/MOVING. If Customer plans to move, Customer will notify Planet in writing prior to such move. Customer will also provide Planet with notice in writing of any other change(s) of account information (including account number, contact information, etc.).

8. PENALTIES, FEES AND EXCEPTIONS. Customer agrees that Planet may cancel this Agreement before the end of the Term for the Premises, without penalty or liability to Planet and without prejudice to enforcement of any legal right or remedy available to Planet if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to Planet; (b) Customer attempts to cancel this Agreement after the 10 day rescission period; (c) Customer appoints another person or company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term of this Agreement; or (e) Planet is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects Planet's Electricity retailing and/or Gas marketing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Customer cancels or terminates this agreement prior to the expiration date, Customer will not be liable for any early cancelation or termination charges.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to Planet collecting, recording, maintaining, using and disclosing Customer's personal information, including Customer's phone number and historical billing data ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from Planet and its affiliates. Customer consents to Planet entering into arrangements related to the supply of Energy to Customer hereto that require disclosure of Customer's Information. Customer hereby consents to Planet disclosing Customer's Information to Customers EDC/Utility, Planet's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to Planet at any time to stop using Customer's Customer Information by contacting Planet by phone or in writing. Customer also acknowledges that Planet may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

10. ASSIGNMENT. Planet, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required (30 days). This Agreement shall be binding upon and enure to the benefit of Planet's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by Planet to Customer are governed by the Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. CANCELLATION BY PLANET. Customer may rescind this Agreement by midnight of the 10th night after receipt of this Agreement, by contacting Planet by phone at 1-855-360-3042. The customer may also send in a cancellation request by writing to the customerservice@planetenergychoice.com. Customer is liable for all Planet charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's EDC/Utility and not Planet.



14. ELECTRICITY AND NATURAL GAS CHANGE IN TERMS. In the event that Planet for unforeseen economic circumstances is not able to provide Electricity and/or Natural Gas supply to Customer under the terms of the Agreement, Planet will send Customer two (2) advance notices (“**Economic Notice**”), the first notice will be sent to Customer between 45-60 days prior to the effective date of the changes, and the second notice, no later than 30 days prior to the effective date of the changes. Planet will explain Customer’s options in these two (2) advance notices. Customer must positively affirm with Planet in writing or recorded telephone conversation, Customers acceptance of the changes. If customer does not positively affirm with Planet the proposed changes in the Economic Notice, the proposed changes will be deemed rejected by Customer. If rejected, Customer is free to pursue other opportunities in the market without Penalties or Fees. If customer does not choose another Electricity supplier, Customer will be returned to default service with the EDC/Utility.

15. MISCELLANEOUS. This Agreement is the entire agreement between Customer and Planet and supersedes any prior written or oral agreement(s) between Planet and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the State of Pennsylvania. If Planet is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer’s EDC/Utility), Planet shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay Planet for its actual cost of supply. This Agreement, when completed by Customer, is subject to: approval and acceptance by Planet, in its discretion, Customer’s EDC/Utility’s acceptance of Customer’s enrolment as a Planet customer, and, as applicable, Customers reaffirmation of the Agreement. Planet will have no liability or responsibility for matters within the control of the EDC/Utility, or upstream natural gas pipeline, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

16. DISPUTE. In the event of a billing dispute or a disagreement regarding Planet’s supply services hereunder, Customer shall first contact Planet and Planet and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with Planet, Customer may file a complaint with the PUC by contacting the PUC’s EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public EDC/Utility Commission, 400 North Street Box 3265, Harrisburg, Pennsylvania 17120 or by email at www.puc.pa.gov.

17. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless Planet, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of Planet and their affiliates and related entities (collectively, “**Planet and its Representatives**”) from any and all losses, damages, injuries, liability or costs that any of Planet and its Representatives sustains or incurs as a consequence of Planet acting as Customer’s agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that Planet relies on this Agreement as security to obtain a supply of Energy for Customer.

18. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Agreement, including requesting information or to renew or extend the Term of the Agreement, Customer may contact Planet at the following: (i) by phone: 1-855-360-3042, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@planetenergychoice.com (iv) through Planet’s website www.planetenergychoice.com, or (v) by mail: Planet Energy, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.

A handwritten signature in black ink that reads "Nino C. Silvestri".

Nino Silvestri
Chief Executive Officer
Planet Energy (Pennsylvania) Corp.

I&E
Exhibit 3



TERMS AND CONDITIONS OF RENEWAL OF ELECTRICITY AND/OR NATURAL GAS SUPPLY
CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

Planet Energy (Pennsylvania) Corp. (“**Planet**”) agrees to sell and deliver Natural Gas and/or Electricity supply (collectively “**Energy**”) to the customer (the “**Customer**”) named on the original Energy Application (the “**Application**”) and to provide related services described herein on behalf of Customer. The renewal agreement (the “**Renewal Agreement**”) consists of the Contract Summary(s), the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “**Premises**”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Renewal Agreement.

1. AGENCY APPOINTMENT. Customer hereby continues to appoint Planet to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “**EDC**”) and/or local natural gas distribution company (the “**Utility**”) is entitled to rely upon all actions taken or documents signed by Planet in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by Planet on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs Planet to continue to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Renewal Agreement. If required, Customer authorizes and directs Customer’s EDC/Utility to release to Planet any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation, historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide Planet with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing Planet with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to Planet recording telephone conversations between Customer and Planet and maintaining such recordings, and expressly consents to Planet calling the phone number(s) or emailing the email addresses provided within the Renewal Agreement. Customer may revoke either consent by clearly informing Planet in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) Planet is not a local electricity distribution company, local gas distributor or regulated utility and **is not affiliated with Customer’s EDC/Utility**; (ii) Planet Energy’s rate for Energy for the Term (defined below in section 6) of the Renewal Agreement shall be the price set forth in the, Contract Summary and Disclosure Statement and shall be calculated in accordance with the Price (defined below in section 4); and (iii) the price under this Renewal Agreement is not regulated by the Pennsylvania Public Utility Commission (“**PUC**”). As a Renewal Agreement, Customer agrees and represents that currently, and throughout the Term: (i) Customer is not bound by another Energy supply agreement for the same supply service(s) that are the subject of this Renewal Agreement, to and for the Premises; (iii) the total amount that Customer can expect to pay for Energy under this Renewal Agreement will vary based on the Customer’s consumption; (iv) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to Planet; and (v) all representations made and all information provided to Planet in this Renewal Agreement are true, complete, accurate and correct and that Planet is relying upon this information to enter into and perform this Renewal Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to Planet for Energy throughout the Term shall be the amount per one hundred cubic feet (“**Ccf**”) or therm of Gas and/or kilowatt hour (“**kWh**”) of Electricity, This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.



If the Customer has Selected: (a) Gas Fixed Rate on the Application, Customer's Price will be based on the Fixed Rate(s), plus the Administration Charge, set forth in the Application, which includes Planet's compressor fuel and transportation charges, administrative and transaction costs and the Gas Balancing Amount and any Regulatory Charges (defined below). This price includes natural gas commodity charges and estimated total State Taxes but excludes applicable state and local Sales Tax. Customer's Price will be set out in the Renewal Contract Summary and Disclosure Statement. (b) Electricity Fixed Rate on the Application, Customer's Price will be set out in the Renewal Contract Summary and Disclosure Statement, plus Planet's Administrative Charge which includes third party, utility and billing charges. For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide Planet with distributor-consolidated billing, for whatever reason, Planet may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to Planet and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the Customer's Right of Rescission and Planet's Termination rights contained in this Renewal Agreement, the Term (the "**Term**") of this Renewal Agreement will commence on the day after the current contract ends (the "**Start Date**") and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER PLANET 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICIES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move to another location within Pennsylvania, Customer will notify Planet in writing of Customer's new service address(es) prior to such move. Upon becoming aware of such move (either through receipt of Customer's notice or a notice from Customer's EDC/Utility), Planet will determine whether it is able and prepared to supply Customer at Customer's new service address(es) and, if so, the terms of this Renewal Agreement shall apply to Customer's new service address(es) for the remainder of the Term. If Planet is not able or prepared to supply Customer at Customer's new service address(es) this Renewal Agreement will terminate without penalty. Customer will also provide Planet with notice of any other change(s) of account information (including account number, contact information, etc.).

8. CANCELLATION BY PLANET. Customer agrees that Planet may cancel this Renewal Agreement before the end of the Term for the Premises, without penalty or liability to Planet and without prejudice to enforcement of any legal right or remedy available to Planet if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to Planet; (b) Customer appoints another person or company as Customer's Energy supplier or agent; (c) Customer breaches or is in default of any other term of this Renewal Agreement; or (d) Planet is required by law,



regulation or legal, regulatory or administrative process to cancel this Renewal Agreement; (e) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects Planet's Electricity retailing and/or Gas marketing business; or (f) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. Should Planet initiate cancellation of this Renewal Agreement for any reason other than for customer non-payment, Planet will follow the applicable rules in providing notice to Customer.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to Planet collecting, recording, maintaining, using and disclosing Customer's personal information ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from Planet and its affiliates and to Planet entering into arrangements related thereto that require disclosure of Customer's Information. Customer hereby consents to Planet disclosing Customer's Information to Customers EDC/Utility, Planet's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to Planet at any time to stop using Customer's Customer Information – including Customers telephone number and/or historical billing data by providing to Planet a signed form notifying Planet of Customers desire to restrict the release of the private information, which can be provided to Planet orally or electronically. Customer also acknowledges that Planet may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing or otherwise by Customer.

10. ASSIGNMENT. Planet, in its sole discretion, may assign, pledge or transfer this Renewal Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required, at least 30 days prior to the assignment of this Renewal Agreement. This Renewal Agreement shall be binding upon and inure to the benefit of Planet's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by Planet to Customer are governed by this Renewal Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. RIGHT OF RESCISSION. As a Renewal Agreement, Customer may rescind this Renewal Agreement at any time by contacting Planet by phone at 1-855-360-3042 or in writing at the address or at email address set out below, without an early cancellation fee. Customer is liable for all Planet charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's electric distribution company, or natural gas distribution company, and not Planet.

14. MISCELLANEOUS. This Renewal Agreement is the entire agreement between Customer and Planet and supersedes any prior written or oral agreement(s) between Planet and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Renewal Agreement. This Renewal Agreement shall be governed by the laws of the State of Pennsylvania. If Planet is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer's EDC/Utility), Planet shall not be liable for its failure to perform for



the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay Planet for its actual cost of supply. Planet will have no liability or responsibility for matters within the control of the EDC/Utility, or upstream natural gas pipeline, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Renewal Agreement and the remaining Terms and Conditions shall continue in full force and effect.

15. DISPUTE. In the event of a billing dispute or a disagreement regarding Planet's supply services hereunder, Customer shall first contact Planet and Planet and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with Planet, Customer may file a complaint with the PUC by contacting the PUC's EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public Utility Commission, 400 North Street, Harrisburg PA 17120.

16. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless Planet, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of Planet and their affiliates and related entities (collectively, "**Planet and its Representatives**") from any and all losses, damages, injuries, liability or costs that any of Planet and its Representatives sustains or incurs as a consequence of Planet acting as Customer's agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Renewal Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that Planet relies on this Renewal Agreement as security to obtain a supply of Energy for Customer.

17. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Renewal Agreement, including requesting information or to renew or extend the Term of the Renewal Agreement, Customer may contact Planet at the following: (i) by phone: 1-855-360-3042, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@planetenergychoice.com (iv) through Planet's website www.planetenergychoice.com, or (v) by mail: Planet Energy, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.

A handwritten signature in black ink that reads "Nino Silvestri".

Nino Silvestri
Chief Executive Officer
Planet Energy (Pennsylvania) Corp.

I&E
Exhibit 4



Electric Generation Supplier Contract Summary

ELECTRIC GENERATION SUPPLIER INFORMATION	Planet Energy (Pennsylvania) Corp. is responsible for the generation pricing. 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139, 1-855-360-3042 , www.planetenergychoice.com			
PRICE STRUCTURE	Fixed Rate: This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.			
GENERATION/SUPPLY PRICE	A fixed rate of 9.39 ¢ per kWh .			
GENERATION PRICE AT VARIOUS USAGE LEVELS	Usage:	500 kWh	1,000 kWh	2,000 kWh
	Price Per kWh:	9.39¢	9.39¢	9.39¢
STATEMENT REGARDING SAVINGS	Your Planet Energy Fixed Rate may be higher or lower than your Electric Distribution Company's (EDC) price and therefor your rate with Planet Energy cannot guarantee savings over the term of the agreement.			
DEPOSIT REQUIREMENTS	No deposit is required to be paid by Customer.			
INCENTIVES	Not applicable.			
CONTRACT START DATE	Planet expects the Start Date to occur on the date after the current supply contract would have expired.			
CONTRACT DURATION/LENGTH	Your contract duration will be 12 months from the contract start date.			
CANCELLATION/ EARLY TERMINATION FEES	Not Applicable.			
END OF CONTRACT	IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER PLANET 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTCIES WILL EXPLAIN YOUR OPTIONS.			
RIGHT OF RESCISSION	You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.			

I&E
Exhibit 5



Planet Energy (Pennsylvania) Corp. Pennsylvania Disclosure Statement PECO Energy 12 Month Term Plan

This is an Agreement for electric generation service, between **Planet Energy (Pennsylvania) Corp.** ("Planet") and Customer.

Usage:	500 kWh	1,000 kWh	2,000 kWh
Price Per kWh:	9.39¢	9.39¢	9.39¢

HIGHLIGHTS

- Planet is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services in Pennsylvania. Our **PUC license number is A-2011-2223534.**
- Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- The Commonwealth of Pennsylvania and your local government set the various tax charges.
- You will receive a single bill from your Electricity Distribution Company for both its charges and for our charges.
- Right of Rescission - You may cancel this agreement at, by contacting Planet Energy in writing, by telephone, or electronically.

DEFINITIONS

- Generation Charge - Charge for the generation of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

TERMS OF SERVICE

1. Basic Service Prices

A fixed rate of **9.39¢ per kWh**. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. For additional price information please refer to the Contract Summary sheet.

Generation Price at Various Usage Levels:

2. Length of Agreement: You will buy your electricity generation service for the above street address from Planet on the day after the current contract expires and will continue for **12 months**.

3. Customer right to cancel: You may cancel this Contract at any time without penalty by contacting Planet Energy in writing, by telephone or by email.

4. Planet Cancellation: Planet may cancel this agreement, with appropriate notice, if you fail to pay for electricity supply or any other amounts payable under the agreement or you breach any term of the agreement. Common reasons for cancellation are: **Non-Payment** – If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.; **Planet-Initiated Cancellation** – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you; **Customer Move** – If the customer moves from the address listed above, this agreement is cancelled and you will not be charged early cancellation fees; and **Customer-Initiated Cancellation** – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation.



Planet Energy (Pennsylvania) Corp. Pennsylvania Disclosure Statement PECO Energy 12 Month Term Plan

5. Penalties, Fees and Exceptions: If the customer cancels this agreement there is no early cancellation fee. Although not a cancellation fee, per Regulations, we are required to restate the monthly Administration charge as per Section 1 above – please see Section 1 above.

6. Agreement Expiration/Change in Terms/ Provisions: IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER PLANET 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.

7. Express Consent: You expressly consent to Planet calling the phone number(s) and sending emails to the email address(es) you provided in the Contract. You further expressly consent to Planet recording all telephone conversations between you and Planet and maintaining such recordings. You may revoke either consent by clearly informing Planet in writing, by telephone or by email.

8. Right of Rescission: You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.

9. Dispute Procedures: Contact us with any questions concerning our terms of service. You may call the Public Utility Commission at 1-800-692-7380 if you are not satisfied after discussing your terms with us.

10. Further Information: For further information about Planet's products please visit www.planetenergychoice.com or call Planet Energy at 1-855-360-3042 or

11. Contact Information:

Generation Supplier Name: Planet Energy Corp.
Address: 1691 Michigan Avenue, Suite
425, Miami Beach, Florida 33139
Phone Number: 1-855-360-3042
Internet Address:
www.planetenergychoice.com
Email: customerservice@planetenergychoice.com

12. Shopping:

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.

13. Information: Planet Energy intends to obtain your usage data from your EDC for billing and supply related matters. You are consenting TO THE EDC RELEASING THIS INFORMATION by entering into this contract. Planet Energy will maintain the confidentiality of your personal information including your name, address, telephone number, electric usage and historical payment information as required by applicable PUC Regulations and Federal and State laws.

I&E
Exhibit 6

TERMS AND CONDITIONS OF ELECTRICITY
SUPPLY CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

RITERATE ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. agrees to sell and deliver Electricity supply (collectively “Energy”) to the customer (the “Customer”) named on the Energy Application (the “Application”) and to provide related services described herein on behalf of Customer. The agreement (the “Agreement”) consists of the Application, the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “Premises”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. AGENCY APPOINTMENT. Customer hereby appoints RITERATE ENERGY to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “EDC”) (the “EDC/Utility”) is entitled to rely upon all actions taken or documents signed by RITERATE ENERGY in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by RITERATE ENERGY on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs RITERATE ENERGY to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Agreement. Customer authorizes and directs Customer’s EDC/Utility to release to RITERATE ENERGY any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation and historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide RITERATE ENERGY with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing RITERATE ENERGY with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to RITERATE ENERGY recording telephone conversations between Customer and RITERATE ENERGY and maintaining such recordings, and RITERATE ENERGY calling the phone number(s) provided within the Agreement. Customer may revoke either consent by clearly informing RITERATE ENERGY in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) RITERATE ENERGY is not a local electricity distribution company, or regulated EDC/Utility and **is not affiliated with Customer’s EDC/Utility;** and (ii) the price under this Agreement is not regulated by the Pennsylvania Public EDC/Utility Commission (“PUC”). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for the same supply service(s) that are the subject of this Agreement, to and for the Premises; (iii) Customer will not modify or revoke RITERATE ENERGY’s agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iv) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Customer’s consumption; (v) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to RITERATE ENERGY; and (vi) all representations made and all information provided to RITERATE ENERGY in this Agreement are true, complete, accurate and correct and that RITERATE ENERGY is relying upon this information to enter into and perform this Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to RITERATE ENERGY for Energy throughout the Term shall be the amount per kilowatt hour (“kWh”) of Electricity multiplied by Customer’s Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the “Price”). In addition, if Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out in the Application. The Price for this contract can be found on the Contract Summary sheet.

If Customer has selected an Electricity Fixed Rate on the Application, Customer’s Price will be based on the Fixed Rate(s) which includes Local and State taxes, Gross Receipts Tax (GRT), PJM Adjustment (defined below) charges and adjustments and EDC/Utility applied charges and/or fees related to generation, plus the Administration Charge, which includes, Electricity Balancing Amount and third party EDC/Utility and billing charges. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

Customer understands and agrees that included in the Administration Charge is the cost of the Energy Balancing Amount (defined below). Customer understands that in order for RITERATE ENERGY to be able to supply Energy to its existing and prospective customers, RITERATE ENERGY enters into supply arrangements to meet the forecasted consumption of its various groups of customers. These forecasts are based on historical data, load shapes and/or estimates. To the extent that actual pooled consumption of RITERATE ENERGY's Energy customers varies from supply arrangements and/or Customer's EDC/Utility delivery requirements, RITERATE ENERGY incurs a cost in balancing and settling its supply arrangements with such pooled consumption. To ensure a fixed all-inclusive Rate, RITERATE ENERGY has included in the Administration charge, the Energy Balancing Amount, to balance and settle the variance between pooled consumption and supply arrangements (the "**Energy Balancing Amount**").

In respect of Electricity, Customer understands that there are certain estimated pass through costs, made up of charges to RITERATE ENERGY by the PJM Interconnection ("PJM") and/or Customer's EDC/Utility, including but not limited to ancillary service charges, the cost of unaccounted for electricity, capacity charges and any replacement or recharacterization of these charges. In this regard, the "**PJM Adjustment**", is included in the Fixed Price Rate. Customer acknowledges and agrees that by entering into this Agreement, Customer will not be eligible to receive any net metering credits and other incentives to which Customer would otherwise be entitled.

Further, included in the Rate are the amounts charged or billed to RITERATE ENERGY or Customer by Customer's EDC/Utility, the PUC or any other regulatory or government entity, including any taxes, delivery, regulated transmission, regulated distribution, pipeline, compressor fuel, uplift, congestion, locational marginal pricing, invoice market participant, service, billing, or similar or related charges and any, deposits, interest or late payment fees or other amounts in connection with the supply and delivery of Energy to the Premises (collectively, "**Regulatory Charges**"). Customer agrees to pay the monthly Administration charge for Energy supply (the "**Administration**" charge). For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide RITERATE ENERGY with distributor-consolidated billing, for whatever reason, RITERATE ENERGY may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to RITERATE ENERGY and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by RITERATE ENERGY to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term; RITERATE ENERGY expects the Start Date to occur on a date set by the electric EDC/Utility. Customer understands that there might be a delay in the start of supply for reasons beyond RITERATE ENERGY's control, including a delay by the EDC/Utility in providing RITERATE ENERGY with requested information or in processing this Agreement. Please refer to the Contract Summary document for the length of your term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER RITERATE 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICIES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move, Customer will notify RITERATE ENERGY in writing prior to such move. Customer will also provide RITERATE ENERGY with notice in writing of any other change(s) of account information (including account number, contact information, etc.).

8. PENALTIES, FEES AND EXCEPTIONS. Customer agrees that RITERATE ENERGY may cancel this Agreement before the end of the Term for the Premises, without penalty or liability to RITERATE ENERGY and without prejudice to enforcement of any legal right or remedy available to RITERATE ENERGY if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to RITERATE ENERGY; (b) Customer attempts to cancel this Agreement after the 10 day rescission period; (c) Customer appoints another person or

company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term of this Agreement; or (e) RITERATE ENERGY is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects RITERATE ENERGY's Electricity retailing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Customer cancels or terminates this agreement prior to the expiration date, Customer will not be liable for any early cancellation or termination charges.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to RITERATE ENERGY collecting, recording, maintaining, using and disclosing Customer's personal information, including Customer's phone number and historical billing data ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from RITERATE ENERGY and its affiliates. Customer consents to RITERATE ENERGY entering into arrangements related to the supply of Energy to Customer hereto that require disclosure of Customer's Information. Customer hereby consents to RITERATE ENERGY disclosing Customer's Information to Customers EDC/Utility, RITERATE ENERGY's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to RITERATE ENERGY at any time to stop using Customer's Customer Information by contacting RITERATE ENERGY by phone or in writing. Customer also acknowledges that RITERATE ENERGY may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

10. ASSIGNMENT. RITERATE ENERGY, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required (30 days). This Agreement shall be binding upon and enure to the benefit of RITERATE ENERGY's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by RITERATE ENERGY to Customer are governed by the Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. CANCELLATION BY RITERATE ENERGY. Customer may rescind this Agreement by midnight of the 10th night after receipt of this Agreement, by contacting RITERATE ENERGY by phone at 1-866-810-6446. The customer may also send in a cancellation request by writing to the customerservice@riterateenergy.com. Customer is liable for all RITERATE ENERGY charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's EDC/Utility and not RITERATE ENERGY.

14. ELECTRICITY CHANGE IN TERMS. In the event that RITERATE ENERGY for unforeseen economic circumstances is not able to provide Electricity supply to Customer under the terms of the Agreement, RITERATE ENERGY will send Customer two (2) advance notices ("**Economic Notice**"), the first notice will be sent to Customer between 45-60 days prior to the effective date of the changes, and the second notice, no later than 30 days prior to the effective date of the changes. RITERATE ENERGY will explain Customer's options in these two (2) advance notices. Customer must positively affirm with RITERATE ENERGY in writing or recorded telephone conversation, Customer's acceptance of the changes. If customer does not positively affirm with RITERATE ENERGY the proposed changes in the Economic Notice, the proposed changes will be deemed rejected by Customer. If rejected, Customer is free to pursue other opportunities in the market without Penalties or Fees. If customer does not choose another Electricity supplier, Customer will be returned to default service with the EDC/Utility.

15. MISCELLANEOUS. This Agreement is the entire agreement between Customer and RITERATE ENERGY and supersedes any prior written or oral agreement(s) between RITERATE ENERGY and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the State of Pennsylvania. If RITERATE ENERGY is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer's EDC/Utility), RITERATE ENERGY shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay RITERATE ENERGY for its actual cost of supply. This Agreement, when completed by Customer, is subject to: approval and acceptance by RITERATE ENERGY, in its discretion, Customer's EDC/Utility's acceptance of Customer's enrolment as a RITERATE ENERGY customer, and, as applicable, Customers reaffirmation of the Agreement. RITERATE ENERGY will have no liability or responsibility for matters within the control of the EDC/Utility, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

16. DISPUTE. In the event of a billing dispute or a disagreement regarding RITERATE ENERGY's supply services hereunder, Customer shall first contact RITERATE ENERGY and RITERATE ENERGY and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with RITERATE ENERGY, Customer may file a complaint with the PUC by contacting the PUC's EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public EDC/Utility Commission, 400 North Street Box 3265, Harrisburg, Pennsylvania 17120 or by email at www.puc.pa.gov.

17. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless RITERATE ENERGY, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of RITERATE ENERGY and their affiliates and related entities (collectively, "**RITERATE ENERGY and its Representatives**") from any and all losses, damages, injuries, liability or costs that any of RITERATE ENERGY and its Representatives sustains or incurs as a consequence of RITERATE ENERGY acting as Customer's agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that RITERATE ENERGY relies on this Agreement as security to obtain a supply of Energy for Customer.

18. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Agreement, including requesting information or to renew or extend the Term of the Agreement, Customer may contact RITERATE ENERGY at the following: (i) by phone: 1-866-810-6446, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@riterateenergy.com (iv) through RITERATE ENERGY's website www.riterateenergy.com, or (v) by mail: RITERATE ENERGY, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.



Nino Silvestri
Chief Executive Officer
RITERATE ENERGY

I&E
Exhibit 7



TERMS AND CONDITIONS OF RENEWAL OF ELECTRICITY SUPPLY
CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

RITERATE ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. agrees to sell and deliver Electricity supply (collectively “Energy”) to the customer (the “Customer”) named on the original Energy Application (the “Application”) and to provide related services described herein on behalf of Customer. The renewal agreement (the “Renewal Agreement”) consists of the Contract Summary(s), the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “Premises”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Renewal Agreement.

1. AGENCY APPOINTMENT. Customer hereby continues to appoint RITERATE ENERGY to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “EDC”) (the “Utility”) is entitled to rely upon all actions taken or documents signed by RITERATE ENERGY in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by RITERATE ENERGY on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs RITERATE ENERGY to continue to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Renewal Agreement. If required, Customer authorizes and directs Customer’s EDC/Utility to release to RITERATE ENERGY any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation, historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide RITERATE ENERGY with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing RITERATE ENERGY with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to RITERATE ENERGY recording telephone conversations between Customer and RITERATE ENERGY and maintaining such recordings, and expressly consents to RITERATE ENERGY calling the phone number(s) or emailing the email addresses provided within the Renewal Agreement. Customer may revoke either consent by clearly informing RITERATE ENERGY in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) RITERATE ENERGY is not a local electricity distribution company , or regulated utility and **is not affiliated with Customer’s EDC/Utility**; (ii) RITERATE ENERGY’s rate for Energy for the Term (defined below in section 6) of the Renewal Agreement shall be the price set forth in the, Contract Summary and Disclosure Statement and shall be calculated in accordance with the Price (defined below in section 4); and (iii) the price under this Renewal Agreement is not regulated by the Pennsylvania Public Utility Commission (“PUC”). As a Renewal Agreement, Customer agrees and represents that currently, and throughout the Term: (i) Customer is not bound by another Energy supply agreement for the same supply service(s) that are the subject of this Renewal Agreement, to and for the Premises; (iii) the total amount that Customer can expect to pay for Energy under this Renewal Agreement will vary based on the Customer’s consumption; (iv) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to RITERATE ENERGY; and (v) all representations made and all information provided to RITERATE ENERGY in this Renewal Agreement are true, complete, accurate and correct and that RITERATE ENERGY is relying upon this information to enter into and perform this Renewal Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to RITERATE ENERGY for Energy throughout the Term shall be the amount per kilowatt hour (“kWh”) of Electricity, This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.



If the Customer has Selected Electricity Fixed Rate on the Application, Customer's Price will be set out in the Renewal Contract Summary and Disclosure Statement, plus RITERATE ENERGY's Administrative Charge which includes third party, utility and billing charges. For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide RITERATE ENERGY with distributor-consolidated billing, for whatever reason, RITERATE ENERGY may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to RITERATE ENERGY and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the Customer's Right of Rescission and RITERATE ENERGY's Termination rights contained in this Renewal Agreement, the Term (the "**Term**") of this Renewal Agreement will commence on the day after the current contract ends (the "**Start Date**") and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER RITERATE 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICIES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move to another location within Pennsylvania, Customer will notify RITERATE ENERGY in writing of Customer's new service address(es) prior to such move. Upon becoming aware of such move (either through receipt of Customer's notice or a notice from Customer's EDC/Utility), RITERATE ENERGY will determine whether it is able and prepared to supply Customer at Customer's new service address(es) and, if so, the terms of this Renewal Agreement shall apply to Customer's new service address(es) for the remainder of the Term. If RITERATE ENERGY is not able or prepared to supply Customer at Customer's new service address(es) this Renewal Agreement will terminate without penalty. Customer will also provide RITERATE ENERGY with notice of any other change(s) of account information (including account number, contact information, etc.).

8. CANCELLATION BY RITERATE ENERGY. Customer agrees that RITERATE ENERGY may cancel this Renewal Agreement before the end of the Term for the Premises, without penalty or liability to RITERATE ENERGY and without prejudice to enforcement of any legal right or remedy available to RITERATE ENERGY if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to RITERATE ENERGY; (b) Customer appoints another person or company as Customer's Energy supplier or agent; (c) Customer breaches or is in default of any other term of this Renewal Agreement; or (d) RITERATE ENERGY is required by law, regulation or legal, regulatory or administrative process to cancel this Renewal Agreement; (e) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects RITERATE ENERGY's Electricity retailing business; or (f) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. Should RITERATE ENERGY initiate cancellation of this Renewal Agreement for any reason other than for customer non-payment, RITERATE ENERGY will follow the applicable rules in providing notice to Customer.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to RITERATE ENERGY collecting, recording, maintaining, using and disclosing Customer's personal information ("**Customer Information**") for purposes related to its business, to supply Energy



hereunder and to offer other products from RITERATE ENERGY and its affiliates and to RITERATE ENERGY entering into arrangements related thereto that require disclosure of Customer's Information. Customer hereby consents to RITERATE ENERGY disclosing Customer's Information to Customers EDC/Utility, RITERATE ENERGY's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to RITERATE ENERGY at any time to stop using Customer's Customer Information – including Customers telephone number and/or historical billing data by providing to RITERATE ENERGY a signed form notifying RITERATE ENERGY of Customers desire to restrict the release of the private information, which can be provided to RITERATE ENERGY orally or electronically. Customer also acknowledges that RITERATE ENERGY may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing or otherwise by Customer.

10. ASSIGNMENT. RITERATE ENERGY, in its sole discretion, may assign, pledge or transfer this Renewal Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required, at least 30 days prior to the assignment of this Renewal Agreement. This Renewal Agreement shall be binding upon and inure to the benefit of RITERATE ENERGY's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by RITERATE ENERGY to Customer are governed by this Renewal Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. RIGHT OF RESCISSION. As a Renewal Agreement, Customer may rescind this Renewal Agreement at any time by contacting RITERATE ENERGY by phone at 1-866-810-6446 or in writing at the address or at email address set out below, without an early cancellation fee. Customer is liable for all RITERATE ENERGY charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's electric distribution company and not RITERATE ENERGY.

14. MISCELLANEOUS. This Renewal Agreement is the entire agreement between Customer and RITERATE ENERGY and supersedes any prior written or oral agreement(s) between RITERATE ENERGY and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Renewal Agreement. This Renewal Agreement shall be governed by the laws of the State of Pennsylvania. If RITERATE ENERGY is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer's EDC/Utility), RITERATE ENERGY shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay RITERATE ENERGY for its actual cost of supply. RITERATE ENERGY will have no liability or responsibility for matters within the control of the EDC/Utility, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Renewal Agreement and the remaining Terms and Conditions shall continue in full force and effect.

15. DISPUTE. In the event of a billing dispute or a disagreement regarding RITERATE ENERGY's supply services hereunder, Customer shall first contact RITERATE ENERGY and RITERATE ENERGY and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with RITERATE ENERGY, Customer may file a complaint with the PUC by contacting the PUC's EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public Utility Commission, 400 North Street, Harrisburg PA 17120.



16. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless RITERATE ENERGY, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of RITERATE ENERGY and their affiliates and related entities (collectively, “**RITERATE ENERGY and its Representatives**”) from any and all losses, damages, injuries, liability or costs that any of RITERATE ENERGY and its Representatives sustains or incurs as a consequence of RITERATE ENERGY acting as Customer’s agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Renewal Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that RITERATE ENERGY relies on this Renewal Agreement as security to obtain a supply of Energy for Customer.

17. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Renewal Agreement, including requesting information or to renew or extend the Term of the Renewal Agreement, Customer may contact RITERATE ENERGY at the following: (i) by phone: 1-866-810-6446, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@riterateenergy.com (iv) through RITERATE ENERGY’s website www.riterateenergy.com, or (v) by mail: RITERATE ENERGY, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.

A handwritten signature in black ink that reads "Nino C. Silvestri". The signature is written in a cursive, flowing style.

Nino Silvestri
Chief Executive Officer
RITERATE ENERGY

I&E
Exhibit 8

Electric Generation Supplier Contract Summary

ELECTRIC GENERATION SUPPLIER INFORMATION	<p>RITERATE ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. is responsible for the generation pricing. 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139, 1-866-810-6446, www.riterateenergy.com Hours of operation: 10:00am -7:00pm EST.</p>			
PRICE STRUCTURE	<p>Fixed Rate: This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.</p>			
GENERATION/SUPPLY PRICE	<p>A fixed rate of 9.49¢ per kWh.</p>			
GENERATION PRICE AT VARIOUS USAGE LEVELS	Usage:	500 kWh	1,000 kWh	2,000 kWh
	Price Per kWh:	9.49¢	9.49¢	9.49¢
STATEMENT REGARDING SAVINGS	<p>Your RITERATE ENERGY Fixed Rate may be higher or lower than your Electric Distribution Company's (EDC) price and therefor your rate with RITERATE ENERGY cannot guarantee savings over the term of the agreement.</p>			
DEPOSIT REQUIREMENTS	<p>No deposit is required to be paid by Customer.</p>			
INCENTIVES	<p>Not applicable.</p>			
CONTRACT START DATE	<p>RITERATE ENERGY expects the Start Date to occur on the date after the current supply contract would have expired.</p>			
CONTRACT DURATION/LENGTH	<p>Your contract duration will be 12 months from the contract start date.</p>			
CANCELLATION/ EARLY TERMINATION FEES	<p>Not Applicable.</p>			
END OF CONTRACT	<p>IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER RITERATE 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTCIES WILL EXPLAIN YOUR OPTIONS.</p>			
RIGHT OF RESCISSION	<p>You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.</p>			

I&E
Exhibit 9



RITE RATE ENERGY

Pennsylvania Disclosure Statement PECO 12 Month Term Plan

This is an agreement for electric generation service, between RITERATE ENERGY, a tradename of **Planet Energy (Pennsylvania) Corp.** and Customer.

HIGHLIGHTS

- RITERATE ENERGY is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services in Pennsylvania. Our **PUC license number is A-2011-2223534.**
- Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- The Commonwealth of Pennsylvania and your local government set the various tax charges.
- You will receive a single bill from your Electricity Distribution Company for both its charges and for our charges.
- Right of Rescission - You may cancel this agreement at, by contacting RITERATE ENERGY in writing, by telephone, or electronically.

DEFINITIONS

- Generation Charge - Charge for the generation of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

TERMS OF SERVICE

1. Basic Service Prices

A fixed rate of **9.49¢ per kWh**. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

Generation Price at Various Usage Levels:

Usage:	500 kWh	1,000 kWh	2,000 kWh
Price Per kWh:	9.49¢	9.49¢	9.49¢

2. Length of Agreement: You will buy your electricity generation service for the above street address from RITERATE ENERGY on the day after the current contract expires and will continue for **12 months**.

3. Customer right to cancel: You may cancel this Contract at any time without penalty by contacting RITERATE ENERGY in writing, by telephone or by email.

4. RITERATE ENERGY Cancellation: RITERATE ENERGY may cancel this agreement, with appropriate notice, if you fail to pay for electricity supply or any other amounts payable under the agreement or you breach any term of the agreement. Common reasons for cancellation are: **Non-Payment** – If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.; **RITERATE ENERGY-Initiated Cancellation** – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you; **Customer Move** – If the customer moves from the address listed above, this agreement is cancelled and you will not be charged early cancellation fees; and **Customer-Initiated Cancellation** – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation.



RITERATE ENERGY

Pennsylvania Disclosure Statement PECO 12 Month Term Plan

5. Penalties, Fees and Exceptions: If the customer cancels this agreement there is no early cancellation fee. Although not a cancellation fee, per Regulations, we are required to restate the monthly Administration charge as per Section 1 above – please see Section 1 above.

6. Agreement Expiration/Change in Terms/ Provisions: IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER RITERATE 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.

7. Express Consent: You expressly consent to RITERATE ENERGY calling the phone number(s) and sending emails to the email address(es) you provided in the Contract. You further expressly consent to RITERATE ENERGY recording all telephone conversations between you and RITERATE ENERGY and maintaining such recordings. You may revoke either consent by clearly informing RITERATE ENERGY in writing, by telephone or by email.

8. Right of Rescission: You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.

9. Dispute Procedures: Contact us with any questions concerning our terms of service. You may call the Public Utility Commission at 1-800-692-7380 if you are not satisfied after discussing your terms with us.

10. Further Information: For further information about RITERATE ENERGY's products please visit www.riterateenergy.com or call RITERATE ENERGY at 1-866-810-6446 or

11. Contact Information:

Generation Supplier Name: RITERATE ENERGY
Address: 1691 Michigan Avenue, Suite
425, Miami Beach, Florida 33139
Phone Number: 1-866-810-6446
Internet Address: www.riterateenergy.com
Email: customerservice@riterateenergy.com

12. Shopping:

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.

13. Information: RITERATE ENERGY intends to obtain your usage data from your EDC for billing and supply related matters. You are consenting TO THE EDC RELEASING THIS INFORMATION by entering into this contract. RITERATE ENERGY will maintain the confidentiality of your personal information including your name, address, telephone number, electric usage and historical payment information as required by applicable PUC Regulations and Federal and State laws.

I&E
Exhibit 10

TERMS AND CONDITIONS OF ELECTRICITY SUPPLY CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

VALUE PLUS ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. agrees to sell and deliver Electricity supply (collectively “Energy”) to the customer (the “Customer”) named on the Energy Application (the “Application”) and to provide related services described herein on behalf of Customer. The agreement (the “Agreement”) consists of the Application, the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “Premises”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. AGENCY APPOINTMENT. Customer hereby appoints VALUE PLUS ENERGY to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “EDC”) (the “EDC/Utility”) is entitled to rely upon all actions taken or documents signed by VALUE PLUS ENERGY in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by VALUE PLUS ENERGY on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs VALUE PLUS ENERGY to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Agreement. Customer authorizes and directs Customer’s EDC/Utility to release to VALUE PLUS ENERGY any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation and historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide VALUE PLUS ENERGY with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing VALUE PLUS ENERGY with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to VALUE PLUS ENERGY recording telephone conversations between Customer and VALUE PLUS ENERGY and maintaining such recordings, and VALUE PLUS ENERGY calling the phone number(s) provided within the Agreement. Customer may revoke either consent by clearly informing VALUE PLUS ENERGY in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) VALUE PLUS ENERGY is not a local electricity distribution company, or regulated EDC/Utility and **is not affiliated with Customer’s EDC/Utility**; and (ii) the price under this Agreement is not regulated by the Pennsylvania Public EDC/Utility Commission (“PUC”). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for the same supply service(s) that are the subject of this Agreement, to and for the Premises; (iii) Customer will not modify or revoke VALUE PLUS ENERGY’s agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iv) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Customer’s consumption; (v) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to VALUE PLUS ENERGY; and (vi) all representations made and all information provided to VALUE PLUS ENERGY in this Agreement are true, complete, accurate and correct and that VALUE PLUS ENERGY is relying upon this information to enter into and perform this Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to VALUE PLUS ENERGY for Energy throughout the Term shall be the amount per kilowatt hour (“kWh”) of Electricity multiplied by Customer’s Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the “Price”). In addition, if Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out in the Application. The Price for this contract can be found on the Contract Summary sheet.

If Customer has selected an Electricity Fixed Rate on the Application, Customer’s Price will be based on the Fixed Rate(s) which includes Local and State taxes, Gross Receipts Tax (GRT), PJM Adjustment (defined below) charges and adjustments and EDC/Utility applied charges and/or fees related to generation, plus the Administration Charge, which includes, Electricity Balancing Amount and third party EDC/Utility and billing charges. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

Customer understands and agrees that included in the Administration Charge is the cost of the Energy Balancing Amount (defined below). Customer understands that in order for VALUE PLUS ENERGY to be able to supply Energy to its existing and prospective customers, VALUE PLUS ENERGY enters into supply arrangements to meet the forecasted consumption of its various groups of customers. These forecasts are based on historical data, load shapes and/or estimates. To the extent that actual pooled consumption of VALUE PLUS ENERGY's Energy customers varies from supply arrangements and/or Customer's EDC/Utility delivery requirements, VALUE PLUS ENERGY incurs a cost in balancing and settling its supply arrangements with such pooled consumption. To ensure a fixed all-inclusive Rate, VALUE PLUS ENERGY has included in the Administration charge, the Energy Balancing Amount, to balance and settle the variance between pooled consumption and supply arrangements (the "**Energy Balancing Amount**").

In respect of Electricity, Customer understands that there are certain estimated pass through costs, made up of charges to VALUE PLUS ENERGY by the PJM Interconnection ("PJM") and/or Customer's EDC/Utility, including but not limited to ancillary service charges, the cost of unaccounted for electricity, capacity charges and any replacement or recharacterization of these charges. In this regard, the "**PJM Adjustment**", is included in the Fixed Price Rate. Customer acknowledges and agrees that by entering into this Agreement, Customer will not be eligible to receive any net metering credits and other incentives to which Customer would otherwise be entitled.

Further, included in the Rate are the amounts charged or billed to VALUE PLUS ENERGY or Customer by Customer's EDC/Utility, the PUC or any other regulatory or government entity, including any taxes, delivery, regulated transmission, regulated distribution, pipeline, compressor fuel, uplift, congestion, locational marginal pricing, invoice market participant, service, billing, or similar or related charges and any, deposits, interest or late payment fees or other amounts in connection with the supply and delivery of Energy to the Premises (collectively, "**Regulatory Charges**"). Customer agrees to pay the monthly Administration charge for Energy supply (the "**Administration**" charge). For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide VALUE PLUS ENERGY with distributor-consolidated billing, for whatever reason, VALUE PLUS ENERGY may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to VALUE PLUS ENERGY and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by VALUE PLUS ENERGY to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term; VALUE PLUS ENERGY expects the Start Date to occur on a date set by the electric EDC/Utility. Customer understands that there might be a delay in the start of supply for reasons beyond VALUE PLUS ENERGY's control, including a delay by the EDC/Utility in providing VALUE PLUS ENERGY with requested information or in processing this Agreement. Please refer to the Contract Summary document for the length of your term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER VALUE PLUS 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICIES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move, Customer will notify VALUE PLUS ENERGY in writing prior to such move. Customer will also provide VALUE PLUS ENERGY with notice in writing of any other change(s) of account information (including account number, contact information, etc.).

8. PENALTIES, FEES AND EXCEPTIONS. Customer agrees that VALUE PLUS ENERGY may cancel this Agreement before the end of the Term for the Premises, without penalty or liability to VALUE PLUS ENERGY and without prejudice to enforcement of any legal right or remedy available to VALUE PLUS ENERGY if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to VALUE PLUS ENERGY; (b) Customer attempts to cancel this Agreement after the 10 day rescission period; (c) Customer appoints another person or

company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term of this Agreement; or (e) VALUE PLUS ENERGY is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects VALUE PLUS ENERGY's Electricity retailing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Customer cancels or terminates this agreement prior to the expiration date, Customer will not be liable for any early cancellation or termination charges.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to VALUE PLUS ENERGY collecting, recording, maintaining, using and disclosing Customer's personal information, including Customer's phone number and historical billing data ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from VALUE PLUS ENERGY and its affiliates. Customer consents to VALUE PLUS ENERGY entering into arrangements related to the supply of Energy to Customer hereto that require disclosure of Customer's Information. Customer hereby consents to VALUE PLUS ENERGY disclosing Customer's Information to Customers EDC/Utility, VALUE PLUS ENERGY's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to VALUE PLUS ENERGY at any time to stop using Customer's Customer Information by contacting VALUE PLUS ENERGY by phone or in writing. Customer also acknowledges that VALUE PLUS ENERGY may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

10. ASSIGNMENT. VALUE PLUS ENERGY, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required (30 days). This Agreement shall be binding upon and enure to the benefit of VALUE PLUS ENERGY's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by VALUE PLUS ENERGY to Customer are governed by the Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. CANCELLATION BY VALUE PLUS ENERGY. Customer may rescind this Agreement by midnight of the 10th night after receipt of this Agreement, by contacting VALUE PLUS ENERGY by phone at 1-844-333-6667. The customer may also send in a cancellation request by writing to the customerservice@valueplusenergy.com. Customer is liable for all VALUE PLUS ENERGY charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be tried-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's EDC/Utility and not VALUE PLUS ENERGY.

14. ELECTRICITY CHANGE IN TERMS. In the event that VALUE PLUS ENERGY for unforeseen economic circumstances is not able to provide Electricity supply to Customer under the terms of the Agreement, VALUE PLUS ENERGY will send Customer two (2) advance notices ("**Economic Notice**"), the first notice will be sent to Customer between 45-60 days prior to the effective date of the changes, and the second notice, no later than 30 days prior to the effective date of the changes. VALUE PLUS ENERGY will explain Customer's options in these two (2) advance notices. Customer must positively affirm with VALUE PLUS ENERGY in writing or recorded telephone conversation, Customer's acceptance of the changes. If customer does not positively affirm with VALUE PLUS ENERGY the proposed changes in the Economic Notice, the proposed changes will be deemed rejected by Customer. If rejected, Customer is free to pursue other opportunities in the market without Penalties or Fees. If customer does not choose another Electricity supplier, Customer will be returned to default service with the EDC/Utility.

15. MISCELLANEOUS. This Agreement is the entire agreement between Customer and VALUE PLUS ENERGY and supersedes any prior written or oral agreement(s) between VALUE PLUS ENERGY and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the State of Pennsylvania. If VALUE PLUS ENERGY is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer's EDC/Utility), VALUE PLUS ENERGY shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay VALUE PLUS ENERGY for its actual cost of supply. This Agreement, when completed by Customer, is subject to: approval and acceptance by VALUE PLUS ENERGY, in its discretion, Customer's EDC/Utility's acceptance of Customer's enrolment as a VALUE PLUS ENERGY customer, and, as applicable, Customers reaffirmation of the Agreement. VALUE PLUS ENERGY will have no liability or responsibility for matters within the control of the EDC/Utility, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

16. DISPUTE. In the event of a billing dispute or a disagreement regarding VALUE PLUS ENERGY's supply services hereunder, Customer shall first contact VALUE PLUS ENERGY and VALUE PLUS ENERGY and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with VALUE PLUS ENERGY, Customer may file a complaint with the PUC by contacting the PUC's EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public EDC/Utility Commission, 400 North Street Box 3265, Harrisburg, Pennsylvania 17120 or by email at www.puc.pa.gov.

17. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless VALUE PLUS ENERGY, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of VALUE PLUS ENERGY and their affiliates and related entities (collectively, "**VALUE PLUS ENERGY and its Representatives**") from any and all losses, damages, injuries, liability or costs that any of VALUE PLUS ENERGY and its Representatives sustains or incurs as a consequence of VALUE PLUS ENERGY acting as Customer's agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that VALUE PLUS ENERGY relies on this Agreement as security to obtain a supply of Energy for Customer.

18. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Agreement, including requesting information or to renew or extend the Term of the Agreement, Customer may contact VALUE PLUS ENERGY at the following: (i) by phone: 1-844-333-6667, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@valueplusenergy.com (iv) through VALUE PLUS ENERGY's website www.valueplusenergy.com, or (v) by mail: VALUE PLUS ENERGY, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.

A handwritten signature in black ink that reads "Nino C. Silvestri".

Nino Silvestri
Chief Executive Officer
VALUE PLUS ENERGY

I&E
Exhibit 11

Electric Generation Supplier Contract Summary

ELECTRIC GENERATION SUPPLIER INFORMATION	<p>Value Plus Energy, a tradename of Planet Energy (Pennsylvania) Corp. is responsible for the generation pricing. 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139, 1-844-333-6667, www.valueplusenergy.com Hours of operation: 10:00am -7:00pm EST.</p>			
PRICE STRUCTURE	<p>Fixed Rate: This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.</p>			
GENERATION/SUPPLY PRICE	<p>A fixed rate of 9.29¢ per kWh.</p>			
GENERATION PRICE AT VARIOUS USAGE LEVELS	Usage:	500 kWh	1,000 kWh	2,000 kWh
	Price Per kWh:	9.29¢	9.29¢	9.29¢
STATEMENT REGARDING SAVINGS	<p>Your Value Plus Energy Fixed Rate may be higher or lower than your Electric Distribution Company's (EDC) price and therefore your rate with Value Plus Energy cannot guarantee savings over the term of the agreement.</p>			
DEPOSIT REQUIREMENTS	<p>No deposit is required to be paid by Customer.</p>			
INCENTIVES	<p>Not applicable.</p>			
CONTRACT START DATE	<p>Value Plus Energy expects the Start Date to occur on the date after the current supply contract would have expired.</p>			
CONTRACT DURATION/LENGTH	<p>Your contract duration will be 36 months from the contract start date.</p>			
CANCELLATION/ EARLY TERMINATION FEES	<p>Not Applicable.</p>			
END OF CONTRACT	<p>IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER VALUE PLUS 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.</p>			
RIGHT OF RESCISSION	<p>You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.</p>			

I&E
Exhibit 12



Value Plus Energy

Pennsylvania Disclosure Statement

PECO 36 Month Term Plan

This is an agreement for electric generation service, between Value Plus Energy, a tradename of **Planet Energy (Pennsylvania) Corp.** and Customer.

HIGHLIGHTS

- Value Plus Energy is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services in Pennsylvania. Our **PUC license number is A-2011-2223534.**
- Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- The Commonwealth of Pennsylvania and your local government set the various tax charges.
- You will receive a single bill from your Electricity Distribution Company for both its charges and for our charges.
- Right of Rescission - You may cancel this agreement at, by contacting Value Plus Energy in writing, by telephone, or electronically.

DEFINITIONS

- Generation Charge - Charge for the generation of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

TERMS OF SERVICE

1. Basic Service Prices

A fixed rate of **9.29¢ per kWh**. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

Generation Price at Various Usage Levels:

Usage:	500 kWh	1,000 kWh	2,000 kWh
Price Per kWh:	9.29¢	9.29¢	9.29¢

2. Length of Agreement: You will buy your electricity generation service for the above street address from Value Plus Energy on the day after the current contract expires and will continue for **36 months**.

3. Customer right to cancel: You may cancel this Contract at any time without penalty by contacting Value Plus Energy in writing, by telephone or by email.

4. Value Plus Energy Cancellation: Value Plus Energy may cancel this agreement, with appropriate notice, if you fail to pay for electricity supply or any other amounts payable under the agreement or you breach any term of the agreement. Common reasons for cancellation are: **Non-Payment** – If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.; **Value Plus Energy-Initiated Cancellation** – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you; **Customer Move** – If the customer moves from the address listed above, this agreement is cancelled and you will not be charged early cancellation fees; and **Customer-Initiated Cancellation** – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation.



Value Plus Energy Pennsylvania Disclosure Statement PECO 36 Month Term Plan

5. Penalties, Fees and Exceptions: If the customer cancels this agreement there is no early cancellation fee. Although not a cancellation fee, per Regulations, we are required to restate the monthly Administration charge as per Section 1 above – please see Section 1 above.

6. Agreement Expiration/Change in Terms/ Provisions: IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER VALUE PLUS 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.

7. Express Consent: You expressly consent to Value Plus Energy calling the phone number(s) and sending emails to the email address(es) you provided in the Contract. You further expressly consent to Value Plus Energy recording all telephone conversations between you and Value Plus Energy and maintaining such recordings. You may revoke either consent by clearly informing Value Plus Energy in writing, by telephone or by email.

8. Right of Rescission: You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.

9. Dispute Procedures: Contact us with any questions concerning our terms of service. You may call the Public Utility Commission at 1-800-692-7380 if you are not satisfied after discussing your terms with us.

10. Further Information: For further information about Value Plus Energy's products please visit www.valueplusenergy.com or call Value Plus Energy at 1-844-333-6667 or

11. Contact Information:

Generation Supplier Name: Value Plus Energy
Address: 1691 Michigan Avenue, Suite 425, Miami Beach, Florida 33139
Phone Number: 1-844-333-6667
Internet Address:
www.valueplusenergy.com
Email: customerservice@valueplusenergy.com

12. Shopping:

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.

13. Information: Value Plus Energy intends to obtain your usage data from your EDC for billing and supply related matters. You are consenting TO THE EDC RELEASING THIS INFORMATION by entering into this contract. Value Plus Energy will maintain the confidentiality of your personal information including your name, address, telephone number, electric usage and historical payment information as required by applicable PUC Regulations and Federal and State laws.

01/23/24 OM

EXHIBIT

Coogan

PE State1

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Bureau of Investigation and Enforcement

v.

**Planet Energy (Pennsylvania) Corporation
d/b/a RiteRate Energy d/b/a Value Plus
Energy**

Docket No. C-2023-3041126

DIRECT TESTIMONY

OF

JORDAN SMALL

**ON BEHALF OF PLANET ENERGY
(PENNSYLVANIA) CORPORATION
D/B/A RITERATE ENERGY
D/B/A VALUE PLUS ENERGY**

NOVEMBER 30, 2023

1 **I. INTRODUCTION OF JORDAN SMALL**

2 **Q. PLEASE STATE YOUR FULL NAME AND YOUR RELATIONSHIP TO PLANET**
3 **ENERGY.**

4 **A.** My name is Jordan Small. I served as the vice president of regulatory affairs and
5 compliance at Planet Energy (Pennsylvania) Corporation.

6 **II. PLANET ENERGY AS AN ENTITY**

7 **Q. PLEASE STATE THE FULL NAME AND ADDRESS OF PLANET ENERGY.**

8 **A.** Planet Energy (Pennsylvania) Corp., d/b/a RiteRate Energy, d/b/a Value Plus
9 Energy [“Planet Energy”]. Planet Energy’s business address of 1691 Michigan Avenue,
10 Suite 425, Miami Beach, Florida 33139 is no longer in operation; however, the mailing
11 address is still applicable and in use.

12 **Q. DOES PLANET ENERGY (PENNSYLVANIA) CORP. HAVE A PARENT**
13 **ENTITY?**

14 **A.** Yes. Planet Energy (Pennsylvania) Corp.’s parent entity is Planet Energy (Ontario)
15 Corp.

16 **Q. WHAT IS PLANET ENERGY?**

17 **A.** Planet Energy is an electric generation supplier [“EGS”] as defined and licensed by
18 the Pennsylvania Public Utility Commission at Docket No. A-2011-2223534.

19 **III. PLANET ENERGY’S BUSINESS DEALINGS IN PENNSYLVANIA**

20 **Q. WHAT DOES PLAN PLANET ENERGY DO IN PENNSYLVANIA?**

21 **A.** Planet Energy has been supplying Pennsylvania electricity customers from
22 approximately 2013 up until approximately June, 2022. Planet Energy provided fixed rate
23 electricity supply agreements to consumers and businesses for various terms, including 1-
24 year, 3-year and 5-year supply agreements.

25 **Q. WHERE DID PLANET ENERGY OPERATE IN PENNSYLVANIA?**

26 A. Planet Energy operated in the service territories of: a. Duquesne Light Company
27 (“Duquesne”); b. Metropolitan Edison Company (“Met-Ed”); c. Pennsylvania Electric
28 Company (“Penelec”); d. Pennsylvania Power Company (“Penn Pwr”); e. PECO Energy
29 Company (“PECO”); f. PPL Electric Utilities (“PPL”); g. West Penn Power Company
30 (“West Penn”). Planet Energy, as an EGS, is subject to, as applicable, the rules and
31 regulations in the supply of electricity to Pennsylvania consumers.

32 Q. **WHAT “OTHER DOING BUSINESS AS” (D/B/A) NAMES DID PLANET**
33 **ENERGY OPERATE UNDER?**

34 A. Planet Energy operated under two D/B/A’s which are RiteRate Energy and Value
35 Plus Energy. Unlike Planet Energy, these two trademarks operated under a different sales
36 approach. While all three trademarks offered fixed rate agreements, RiteRate and Value
37 Plus Energy exclusively offered consumers fixed rate contracts online only. No salespeople
38 were involved at any time in the sale and operation of RiteRate and Value Plus Energy,
39 thus no consumer enrolled with either company due to the actions of a salesperson.

40 **IV. HISTORY OF COMPLIANCE AND FEW COMPLAINTS IN PENNSYLVANIA**

41 Q. **DID PLANET ENERGY EVER RECEIVE COMPLAINTS DURING ITS TEN**
42 **YEARS OF SERVICING CUSTOMERS IN PA?**

43 A. Complaints for Planet Energy were extremely low. There were very few informal
44 Bureau of Consumer Services (“BCS”) complaints and even fewer formal complaints,
45 historically averaging a complaint ratio of well below 1% at any given time. As sales for
46 Value Plus and RiteRate Energy were offered exclusively online, the complaint volumes
47 were even lower than Planet Energy’s already phenomenally low amounts. Planet Energy
48 dutifully served all Pennsylvania consumers in accordance with the Terms and Conditions
49 of all consumer agreements, for approximately the past 10 years.

50 **Q. DESCRIBE PLANET ENERGY'S RECORD IN RELATION TO ITS**
51 **OPERATIONS WITHIN PENNSYLVANIA.**

52 **A.** Since Planet Energy began servicing customers within Pennsylvania, it has adhered
53 to the rules and regulations of the State in its operations. Historically, and to date, it has
54 had an extremely low complaint count and ratio, usually well below 1%, getting into
55 fractions when compared to Planet Energy's customer base, or lesser still, when compared
56 to Planet Energy's consumer interactions.

57 **Q. DID THERE COME A TIME WHEN SOMETHING CHANGED IN RELATION**
58 **TO PLANET ENERGY'S ABILITY TO SERVE ITS CUSTOMERS?**

59 **A.** Yes. During 2014-2015 a polar vortex event effected Pennsylvania and large parts
60 of the Northeastern United States. During this time, temperatures dropped considerably
61 below average, taxing the power grid by raising demand and subsequently the cost to
62 provide said power.

63 **Q. HOW DID PLANET ENERGY COMPARE TO OTHER COMPANIES IN**
64 **PENNSYLVANIA IN TERMS OF SUPPLY AND PRICING DURING THE POLAR**
65 **VORTEX EVENT?**

66 **A.** During the Polar Vortex event, many companies within Pennsylvania had
67 significant supply issues and consumers saw considerable price increases to their bills.
68 However, unlike many other companies in Pennsylvania, Planet Energy did not default on
69 its supply to consumers.

70 **V. CHANGES IN 2022**

71 **Q. HOW DID PLANET ENERGY RESPOND TO THE MARKET CONDITIONS IN**
72 **2022?**

73 **A.** Pressures and external events created highly volatile and unfavorable market
74 conditions which forced Planet Energy to take an action which it had never done before,
75 which was to exercise its rights under the Terms and Conditions of the customer Contracts
76 (A copy of the Terms and Conditions is attached hereto as **Exhibit "A"**) and cancel the

77 supply agreements for its customers. This was done during the months of April, May and
78 June of 2022, whereby and within those three months, Planet Energy discontinued its
79 services to all of its customers.

80 **Q. WHAT FACTORS CONTRIBUTED TO THIS DECISION?**

81 **A.** A first factor is PJM cost—a charge or credit that reflects the difference between
82 the locational marginal price (LMP) of electricity at a specific point on the regional grid
83 and the average LMP across the PJM Interconnection, a regional transmission organization
84 (RTO) that coordinates the movement of wholesale electricity in the mid-Atlantic—
85 increases. A second factor are the REC cost increases. A third factor is what can generally
86 be called the policy that “Fixed Means Fixed.” A fourth factor is what could be called an
87 unavoidable truth.

88 **Q. EXPLAIN THE FIRST FACTOR’S IMPORTANCE TO PLANET ENERGY.**

89 **A.** As to the first factor, PJM cost increases: In recent times, and for generally
90 unknown reasons in such that actions by bodies such as FERC were unique and
91 unprecedented, the result of which was a substantial increase in ancillary costs, including
92 PJM costs, of which Planet Energy is unable to hedge against. While supply costs had
93 increased during that time, those costs could be hedged against via market mechanisms, an
94 action which Planet Energy takes for all agreements in all markets it operates in. Planet
95 Energy hedges its supply between 95%-105%, thus ensuring supply for its customers.

96 **Q. CAN PJM COSTS BE ANTICIPATED OR HEDGED AGAINST, WHY OR WHY**
97 **NOT?**

98 **A.** PJM costs cannot be anticipated or hedged against, inclusive of ancillary and
99 distribution charges, especially in light of significant increases in those charges –which
100 were without precedent. As PJM cost increases (inclusive of any Federal Energy

101 Regulatory Commission actions) do not have market mechanisms to control them or
102 mitigate against, they are by definition adverse regulatory changes, and specifically
103 regulatory changes with financial implications.

104 Planet Energy only offered fixed rate contracts, not variable nor hybrid priced
105 contracts. As a result of all consumers' rates being fixed, costs cannot be adjusted as they
106 may be via a variable rate agreement or hybrid agreement.

107 **Q. WHY DO PJM COST INCREASES MATTER TO PLANET ENERGY'S**
108 **OPERATIONS?**

109 **A.** Cost increases which cannot be mitigated, like PJM are very significant and would
110 be classified as a material adverse effect on Planet Energy's abilities to supply consumers.

111 **Q. WERE THE PJM COST INCREASES SUBSTANTIAL?**

112 **A.** The PJM cost increases were substantial in so much as to exceed any prior increase
113 in known history within a short period of time. While some cost increases can be predicted
114 and/or mitigated against, such as a \$0.003 increase in costs—it is not reasonable to expect
115 that such costs can be predicted and/or mitigated against when the increases, such as the
116 ones in PJM via FERC, were extremely substantial.

117 **Q. WAS THIS FACTOR WITHIN PLANET ENERGY'S CONTROL OR**
118 **INFLUENCE?**

119 **A.** No.

120 **Q. WAS THIS FACTOR A MATERIAL CHANGE IN CIRCUMSTANCE?**

121 **A.** Yes.

122 **Q. DID THIS FACTOR ADVERSELY EFFECT PLANET ENERGY?**

123 **A.** Yes.

124 **Q. WHAT IS THE SECOND FACTOR'S IMPORTANCE TO PLANET ENERGY?**

125 A. As to the second factor, the REC cost increases: In recent times, there has been
126 what can only be classified as an unusual turn of events in respect to Pennsylvania's Tier
127 REC pricing.

128 **Q. DESCRIBE AND EXPLAIN THE UNUSUAL TURN OF EVENTS YOU ALLUDE**
129 **TO.**

130 A. At that time, Tier II REC prices had surpassed PA Tier I RECs by as much as 40%+
131 (at the height). Since passage of PA House Bill 2536 (HB 2536) from November 23, 2020,
132 which restricted Tier II eligibility to in-state resources, Pennsylvania Tier II RECs began
133 to increase from a range of \$4 in November 2020, to \$16-\$20. As these changes are
134 legislative in nature, they would fall within the category of adverse regulatory changes.

135 From the start of 2021, Pennsylvania Tier II REC pricing had increased by nearly
136 200%, and as noted, Tier II prices have surpassed Tier I prices. This trend is contrary to
137 the historical Pennsylvania REC pricing behavior. Further, it is also worth noting that it is
138 odd that this occurred, as typically Tier I pricing is both favored and more expensive. This
139 shift is likely due to House Bill 2536 which in turn restricted Tier II eligibility to in-state
140 resources.

141 **Q. WHAT IS THE SIGNIFICANCE OF THE CHANGES THAT PENNSYLVANIA**
142 **HOUSE BILL 2536 HAD ON REC PRICES?**

143 In essence, the regulatory changes made required Tier II resources to be located in
144 Pennsylvania; and it should be noted that prior to this change, in-state resources for RECs
145 were in short supply. By eliminating out of States resources, Tier II prices continued to
146 appreciate at a significant rate. The precipitous increase in pricing due to regulatory
147 changes created material and adverse effects for Planet Energy.

148 **Q. WHAT IS THE CONCEPT OF TIER PRICING?**

149 A. Renewable energy certificates “RECs” is a retail price scheme which is generally
150 setup either federally, within a larger market such as PJM, or within a State, which allows
151 participants to buy RECs as a retail product. However, many States, such as Pennsylvania,
152 require that market participants buy RECs in specific amounts and formats. Planet Energy,
153 as a market participant is mandated to buy RECs in relation to the amount of electricity it
154 supplies to its customers.

155 **Q. WHAT IMPACT DID THE INCREASE IN PENNSYLVANIA TIER II REC**
156 **PRICING HAVE ON PLANET ENERGY?**

157 A. The increase in price was a material and adverse effect on Planet Energy. In
158 essence, when taken with the other factors which affected Planet Energy’s supply, what
159 happened was the mandated costs outside of Planet Energy’s control exceeded the margin
160 Planet Energy had factored into its products. As such, Planet Energy’s ongoing supply
161 costs exceeded its revenues, which meant that had it continued to supply its customers, it
162 would have quickly had to file for bankruptcy due to insolvency. This would have also
163 resulted in all customer agreements being terminated.

164 **Q. WAS THIS FACTOR WITHIN PLANET ENERGY’S CONTROL OR**
165 **INFLUENCE?**

166 A. No.

167 **Q. WAS THIS FACTOR A MATERIAL CHANGE IN CIRCUMSTANCE?**

168 A. Yes.

169 **Q. DID THIS FACTOR ADVERSELY EFFECT PLANET ENERGY?**

170 A. Yes.

171 **Q. WHAT IS THE THIRD FACTOR’S IMPORTANCE TO PLANET ENERGY?**

172 A. The third factor is the concept that fixed means fixed.

173 **Q. WHAT DOES “FIXED MEANS FIXED” MEAN?**

174 A. The approach by the Commission is to instruct electricity suppliers that when
175 providing fixed rate agreements, that the contract rates should be the approach of “fixed
176 means fixed”.

177 **Q. HOW DO COMPANIES MITIGATE RISKS AGAINST EXTREME CHANGES**
178 **NORMALLY?**

179 A. Historically, companies have used mechanisms such as “balancing charges” to
180 mitigate against extreme circumstances.

181 **Q. WHAT ARE “BALANCING CHARGES”?**

182 A. Balancing charges are a mechanism which allows the supplier to pass on material
183 and unknown costs to its customers. This typically is not done on a regular basis, if at all,
184 however, in some circumstances such as a Polar Vortex, a balancing charge could be used.
185 What a supplier typically did was spread the adverse costs across its entire customer base
186 over a period of time. For example, a supplier could charge each customer and additional
187 \$5/month for 3 months. Those charges would be used to mitigate the substantial problems
188 and costs caused by the Polar Vortex, after which no other charges or changes would be
189 made to customers supply or agreements.

190 **Q. HAVE OTHER COMPANIES TAKEN ADVANTAGE OF THE BALANCING**
191 **CHARGES PRACTICE?**

192 A. Unfortunately, there have been bad actors which tied their balancing charges to
193 things which were unrelated to Pennsylvania electricity supply. Other bad actors simply
194 didn’t logistically tie adjustments to any verifiable mechanism—Planet Energy did none of
195 that and was a good industry participant.

196 In Planet Energy’s experience, we have found that the vast majority of suppliers
197 known to Planet Energy, who provided fixed rates agreements, typically only used
198 balancing charges in very small amounts, if at all; and if used, often spread those charges

199 throughout a period of time if needed. Thus, most suppliers historically were good actors
200 in the industry and had the flexibility, if required, to make adjustments in required
201 circumstances.

202 **Q. WHAT CHANGES, IF ANY, DID PLANET ENERGY MAKE BASED ON THIS**
203 **UNDERSTANDING? IF CHANGES WERE MADE, WHAT WAS THE RESULT?**

204 **A.** Based upon this, Planet Energy made changes in accordance with Regulatory
205 changes as per the Orders and instructions of the Pennsylvania PUC. These changes
206 removed the ability to use balancing charges to mitigate any adverse industry events,
207 including events such as we saw during the Polar Vortex, of 2014-15; or what could have
208 potentially been used during recent periods of time in regards to PJM charges and REC
209 charges, upon other factors.

210 Without the ability to charge balancing fees under a fixed-rate agreement, the
211 Regulatory changes created material and adverse effects for Planet Energy, making it
212 impossible to mitigate the effects which occurred. We reviewed these changes with all
213 relevant state agencies and obtained all necessary approvals.

214 For example, had Planet Energy, like many other suppliers, offered variable rate
215 agreements or hybrid agreements, Planet Energy could simply have changed the rate which
216 it charged to its consumers, by passing through the additional charges which were incurred
217 due to the aforementioned factors.

218 **Q. WHY DID PLANET ENERGY NOT OFFER VARIABLE RATE OPTIONS FOR**
219 **CUSTOMERS?**

220 **A.** Planet Energy made a conscious decision to not offer variable supply price offers
221 as we felt that there was little value to the Pennsylvania consumer—for example, the
222 consumer would only be made aware of the energy supply costs after the Delivery Month

223 when the price index would have been published. In simpler terms, consumers would only
224 know their energy supply costs after they had received their bills.

225 However, as noted, Planet Energy only offered fixed rate supply agreements and
226 due to Regulatory changes, was not able to adjust the rate which it charged consumers, or
227 add any additional charges to consumer's bills via another mechanism. Had the fixed
228 means fixed changes not been made, Planet Energy would have otherwise been able to
229 make the necessary adjustments and would have avoided material and adverse effects for
230 Planet Energy and its customers.

231 **Q. IF THESE TACTICS WERE AVAILABLE TO OTHER COMPANIES, EXPLAIN**
232 **WHY PLANET ENERGY WAS UNABLE TO EFFECTUATE THESE TACTICS**
233 **HERE.**

234 **A.** As Planet Energy could not change the rate charged, or add balancing charges as
235 needed throughout time to spread across consumers accounts, the only avenue available to
236 Planet Energy was to return consumers back to system supply in accordance with the Terms
237 and Conditions of the agreements, or declare bankruptcy which would have the same end
238 result which would have been far more disruptive and less orderly.

239 **Q. WAS THIS FACTOR WITHIN PLANET ENERGY'S CONTROL OR**
240 **INFLUENCE?**

241 **A.** No.

242 **Q. WAS THIS FACTOR A MATERIAL CHANGE IN CIRCUMSTANCE?**

243 **A.** Yes.

244 **Q. DID THIS FACTOR ADVERSELY EFFECT PLANET ENERGY?**

245 **A.** Yes.

246 **Q. WHAT IS THE FOURTH FACTOR'S IMPORTANCE TO PLANET ENERGY?**

247 **A.** The fourth factor was an unavoidable truth: Without the ability to mitigate costs
248 incurred due to Regulatory changes, there was a net negative value of supply.

249 **Q. WHAT WERE PLANET ENERGY'S CHOICES AT THE TIME?**

250 **A.** The reality of the circumstances at the time in which Planet Energy had
251 discontinued its Agreements in accordance with the Terms and Conditions was that the
252 consumer agreements were a net financial loss for Planet Energy.

253 As that was the reality of the situation, only two realities emerged. First, Planet
254 Energy could continue to supply to consumers and ultimately go bankrupt due to incurred
255 losses. Or, Planet Energy could return the consumers to system supply pursuant to the
256 Terms and Conditions of the customer contracts. The return would result in no customer
257 supply revenues for Planet Energy but would also mean it would not continue to incur
258 unsustainable losses. Had Planet Energy continued to supply the consumers, it would have
259 led to bankruptcy and the inevitable conclusion of consumer's being returned to system
260 supply; however, the bankruptcy process would have been more disruptive to consumers.
261 Thus, the choice was unavoidable.

262 **Q. WAS THIS FACTOR WITHIN PLANET ENERGY'S CONTROL OR**
263 **INFLUENCE?**

264 **A.** No.

265 **Q. WAS THIS FACTOR A MATERIAL CHANGE IN CIRCUMSTANCE?**

266 **A.** Yes.

267 **Q. DID THIS FACTOR ADVERSELY EFFECT PLANET ENERGY?**

268 **A.** Yes.

269 **Q. COULD ANYTHING HAVE PREVENTED PLANET ENERGY'S**
270 **CANCELLATION OF THE CONSUMER CONTRACTS?**

271 **A.** It is possible that had only one factor changed, such as the REC costs, Planet Energy
272 could have avoided its subsequent actions. Short of violating the Terms and Conditions,

273 which Planet Energy would not do, Planet Energy believed cancellation would be the only
274 option and have the least disruption or impact on customers.

275 **Q. WERE ANY OF THESE FACTORS SOMETHING THAT WAS WITHIN PLANET**
276 **ENERGY'S CONTROL OR INFLUENCE?**

277 **A.** These factors were completely outside Planet Energy's control or influence.
278 Natural disasters and price increases are not something Planet Energy has any power over.
279 Planet Energy was not permitted to adjust costs over time, across its customer base as
280 companies with fixed rate agreements are at times forced to do, as a result of regulatory
281 changes. As no mechanism was provided by regulation to mitigate events and
282 circumstances beyond the reasonable control of Planet Energy, and as such Planet Energy
283 was unable to supply at the Price. The regulatory changes completely boxed in any
284 company which offered fixed rates.

285 It should be noted that while not completely unprecedented, wild shifts in price
286 have occurred due to natural disasters, financial circumstances or supply issues. However,
287 a utility is always permitted to adjust its costs and recoup any losses in all of those
288 circumstances. An EGS, by design via legislation and regulation, is not permitted to do so.

289 **Q. COULD PLANET ENERGY HAVE BEEN REASONABLY EXPECTED TO**
290 **FORESEE THESE FACTORS AND ANTICIPATE THE INCREASE IN ANY OF**
291 **THESE COSTS?**

292 **A.** No, a variety of circumstances occurred which were not reasonably expected to
293 have been foreseen. Specifically, it would not have been reasonable to see a reverse
294 increase in REC costs, and by Pennsylvania further limiting REC supply, costs
295 exponentially increased beyond any reasonable expectations as a result of legislative
296 changes.

297 It was neither predictable, nor expected that PJM would increase its costs by
298 approximately three times, and take the actions which it did, which were unprecedented,
299 and thus could not be reasonably expected to have occurred, and are obviously both then
300 and even today, out of Planet Energy’s control. The cost increase was unreasonable and
301 without warning based on regulatory changes.

302 **VI. BASIS FOR CANCELLATION OF CONSUMER CONTRACTS PER TERMS AND**
303 **CONDITIONS OF THE AGREEMENTS**

304
305 **Q. WHAT SECTION OF PLANET ENERGY’S TERMS AND CONDITIONS TOUCH**
306 **THE ISSUES OF THIS CASE?**

307 **A.** As outlined by Formal Complaint, Docket Number C-2023-3041126, the
308 Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement
309 [“I&E], focused primarily on Section 14 of Planet Energy’s Terms and Conditions, with
310 focus on Planet Energy’s ability to cancel a consumer’s agreement as a result of unforeseen
311 economic circumstance.

312 **Q. WHAT TERMS AND CONDITIONS OF THE AGREEMENT ALLOW**
313 **CANCELLATION OF A CONSUMER’S AGREEMENT?**

314 **A.** Sections 8 and 15 of the Terms and Conditions, pertaining to its right to cancel
315 consumer contracts.

316 **Q. DOES PLANET ENERGY AGREE WITH THE PUC I&E’S CONCLUSIONS**
317 **REGARDING CANCELATION OF A CONSUMER’S AGREEMENT?**

318 **A.** Planet Energy does not agree with the conclusions as drawn by I&E. Two primary
319 points should be noted. First, is that it is within Planet Energy’s right to cancel a consumer’s
320 agreement—which is not disputed by I&E or the PUC. Second, Section 14 is not the only
321 Section of Planet Energy’s Terms and Conditions which permit cancellation of a
322 consumer’s agreement.

323 **Q. IS THERE ANY OTHER CIRCUMSTANCE UNDER WHICH A CONSUMER'S**
324 **AGREEMENT CAN BE CANCELLED?**

325 **A.** It should also be noted that cancellation of a consumer's agreement by an EGS is
326 permitted under certain circumstances, as is confirmed by I&E, meaning that cancellation
327 of consumer agreements is not in of itself a violation, which will be further discussed
328 below.

329 **Q. DID PLANET ENERGY EVER INFORM THE I&E ABOUT WHAT TERMS AND**
330 **CONDITIONS PLANET ENERGY RELIED ON TO CANCEL CONSUMER**
331 **CONTRACTS?**

332 **A.** Yes, Planet Energy informed I&E that Planet Energy relied upon the Terms and
333 Conditions pertaining to its right to cancel consumer contracts.

334 **Q. WHAT TERMS AND CONDITIONS DID PLANET ENERGY RELY ON TO**
335 **CANCEL CONSUMER CONTRACTS?**

336 **A.** As Planet Energy informed I&E, Planet Energy relied upon Sections 8 and 15 of
337 the Terms and Conditions, pertaining to its right to cancel consumer contracts. This is a
338 fact which was not addressed in the Formal Complaint as filed by I&E, which should have
339 been addressed, even if at a minimum, to disagree with Planet Energy's position. I&E
340 instead chose to ignore this, which will be further discussed.

341 Section 8 of Planet Energy's Terms and Conditions, among other things, permits
342 cancellation of the Contract by either Planet Energy or the Customer under certain
343 circumstance. Specifically, and in relation to the current matter, Section 8(f) states as
344 follows:

345 "Customer agrees that VALUE PLUS ENERGY may cancel this
346 Agreement before the end of the Term for the Premises, without penalty or
347 liability to VALUE PLUS ENERGY and without prejudice to enforcement
348 of any legal right or remedy available to VALUE PLUS ENERGY if: ... (f)
349 there is a change in legislation, regulation, PUC codes/rules or other PUC
350 documents, or any other change in law (collectively, "Change in Law")

351 which materially and adversely affects VALUE PLUS ENERGY's
352 Electricity retailing business;”

353 Section 15 of Planet Energy's Terms and Conditions, upon other things, permits
354 cancellation of the Contract by either Planet Energy under certain circumstance.
355 Specifically, and in relation to the current matter, Section 15 states as follows:

356 “If VALUE PLUS ENERGY is unable to perform any of its obligations
357 hereunder or is unable to supply Energy at the Price due to events or
358 circumstances beyond its reasonable control (including any failure of its
359 actual or notional generation or supply or any act or omission of Customer's
360 EDC/Utility), VALUE PLUS ENERGY shall not be liable for its failure to
361 perform for the duration of such events or circumstances, or in the case of
362 an inability to supply at the Price, Customer agrees that Customer will pay
363 VALUE PLUS ENERGY for its actual cost of supply.”

364 As previously noted, there were changes in legislation which materially and
365 adversely affected Planet Energy's retailing business. Something which was outlined by
366 Planet Energy during the investigation by I&E, but not mentioned and thus disputed by
367 I&E in its Formal Complaint.

368 As previously noted, there were changes in regulation which materially and
369 adversely affected Planet Energy's retailing business. Something which was outlined by
370 Planet Energy during the investigation by I&E, but not mentioned and thus disputed by
371 I&E in its Formal Complaint.

372 As previously noted, there were changes in PUC codes/rules or other PUC
373 documents which materially and adversely affected Planet Energy's retailing business.
374 Something which was outlined by Planet Energy during the investigation by I&E, but not
375 mentioned and thus disputed by I&E in its Formal Complaint.

376 **VII. NOTICE TO CONSUMERS**

377 **Q. WERE PLANET ENERGY'S TERMS AND CONDITIONS, DISCLOSURE**
378 **STATEMENT AND CONTRACT SUMMARY REVIEWED AND APPROVED BY**
379 **THE PUC AND ATTORNEY GENERAL'S OFFICE OF PENNSYLVANIA?**

380 A. Yes. Planet Energy’s Terms and Conditions, Disclosure Statement and Contract
381 Summary were reviewed and approved by the Pennsylvania Public Utility Commission as
382 well as the Attorney General’s office of Pennsylvania. Some terms were done by Planet
383 Energy, others terms were prescribed via regulation and other terms specifically asked for
384 by the PUC or AG.

385 **Q. WHAT WAS THE RELEVANT STATEMENT WITHIN THE DISCLOSURE**
386 **STATEMENT?**

387 A. The statement within the Disclosure Statement was pertaining to contracts which
388 could be changed or expiring (coming to their term end date); however, this is not
389 applicable in respect to the noted cancellations. Planet Energy did not attempt to change
390 the terms of the contract—and while there were customers who were at or were nearing the
391 end of the term of their agreements, Planet Energy was not taking action based on the
392 expiration term of the contracts.

393 **Q. DOES THE FORMAL COMPLAINT INCORRECTLY CLAIM VIOLATIONS OF**
394 **SECTION 14 OF THE TERMS AND CONDITIONS?**

395 A. Within the Formal Complaint under #20/#24/#28/#29, the claim that Planet Energy
396 violated Section 14 of the Terms and Conditions is incorrect. As already noted, Planet
397 Energy did not cancel the agreements under Section 14. However, as noted, this does
398 acknowledge the fact within the Formal Complaint that Planet Energy did indeed suffer
399 material and adverse effects to its retail business.

400 **Q. GIVEN THIS ACKNOWLEDGEMENT, DOES IT APPEAR THAT THE PARTIES**
401 **ARE IN AGREEMENT THAT PLANET ENERGY COULD CANCEL THE**
402 **AGREEMENTS?**

403 A. The question then by I&E isn’t if Planet Energy could cancel the agreements, there
404 appears to be consensus that Planet Energy was fully within its right to unilaterally cancel
405 agreements. The question is in what format and manner could Planet Energy cancel the

406 contracts. Planet Energy states that it was not relying upon Section 14 of the Terms and
407 Conditions and thus did not violate that section.

408 **Q. DOES THE FORMAL COMPLAINT INCORRECTLY CLAIM VIOLATIONS OF**
409 **THE CONTRACT SUMMARY OF THE TERMS AND CONDITIONS?**

410 **A.** Within the Formal Complaint under #21/#25, the claim that Planet Energy is in
411 violation of its Contract Summary is incorrect. As with the Disclosure Statement, the
412 Contract Summary is a prescribed document and the reasons I outlined before are equally
413 applicable to this part of the Contract Summary.

414 **Q. DID PLANET ENERGY SEND NOTIFICATIONS OF CANCELLATION TO**
415 **CONSUMERS PRIOR TO CANCELATION?**

416 **A.** Planet Energy confirms that it did not send a of cancellation to consumers prior to
417 the cancellation.

418 **Q. WAS PLANET ENERGY REQUIRED TO SEND NOTICES PRIOR TO**
419 **CANCELATION?**

420 **A.** No. The cancellation was pursuant to Sections 8 and 15, which did not require
421 notification to be sent. Planet Energy confirms that notification was sent to customers via
422 the applicable utility, that they would be supplied under standard utility supply service.

423 **Q. DOES PLANET ENERGY AGREE WITH THE I&E THAT IT WAS IN**
424 **VIOLATION OF SECTION 54.10?**

425 **A.** No. Planet Energy is not in agreement that it is in violation of Section 54.10 of the
426 Commission's regulations. The primary focus of the Section is on the continued service of
427 the contract, or the end of the contract upon the natural expiry of the contract based on the
428 contracts term. This will be discussed in order.

429 **Q. WHAT IS PLANET ENERGY'S UNDERSTANDING OF THE INTENT OF**
430 **SECTION 54.10?**

431 **A.** The primary focus and intent of Section 54.10 is predicated upon a change in
432 service terms under a contract. This can be dismissed outright as Planet Energy was not

433 making any changes to the terms and conditions of its services to consumers, thus cannot
434 be in violation of the Section as no changes were proposed and no changed made to any
435 consumer contract serviced at that time by Planet Energy. This leaves as only potentially
436 applicable, the service of customers under an expiry of a fixed contract. However, the
437 regulations presume a continuance in service under the agreement, not a discontinuance of
438 services.

439 **Q. HOW DOES PLANET ENERGY APPLY ITS UNDERSTANDING OF THE**
440 **SECTION 54.10 TO THE CURRENT SITUATION?**

441 **A.** Planet Energy does not believe it has violated Section 54.10, as continuance of
442 service was not the end result. In fact, if the interpretation that Planet Energy violated this
443 Section based upon the expiration of contracts, then the only way that would be applicable
444 was if contacts were mandated to be in place indefinitely and infinitely, exclusively based
445 upon the customers' positive choice/action, wherein the consumer has to either (a) select
446 another product from the existing EGS, (b) enroll with another EGS, or (c) return to the
447 default service provider.

448 It is of course not reasonable to state that an EGS has to indefinitely and infinitely
449 provide a customer with service, outside of the service Term of the contract.

450 Contracts have Term limits, upon their expiration they end. Parties are not
451 mandated to continue to act outside of a contract Term as agreed upon by both parties.
452 Planet Energy was not continuing the supply of service for its consumers, and as such, does
453 not believe that it violated Section 54.10 of the regulations.

454 **Q. PLEASE ADDRESS FORMAL COMPLAINT #40.**

455 **A.** Within the Formal Complaint under #40, the claim that Planet Energy violated
456 Section 54.5 of the Commissions regulations is incorrect. The Section as noted outlines

457 what must be included in a Disclosure Statement. As previously noted, Planet Energy had
458 its Disclosure Statement reviewed and approved by the Pennsylvania Public Utility
459 Commission as well as the Attorney General's Office of Pennsylvania. There are many
460 terms that are included within a Disclosure Statement pursuant to Section 54.5, and should
461 an EGS violate some of the terms within a Disclosure Statement, that violation would fall
462 under a different and separate regulation, not 54.5. Thus, Planet Energy is not in violation
463 of Section 54.5 of the Commissions regulations.

464 **Q. PLEASE ADDRESS FORMAL COMPLAINT #41.**

465 **A.** Within the Formal Complaint under #41, the claim that Planet Energy violated
466 Section 54.43 of the Commissions regulations is incorrect. While the claim is nebulous and
467 non-specific, Planet Energy believes that it is within compliance of the regulations. The
468 noted section is also principle based as an overarching ideal of conduct. However, under
469 interpretation by Planet Energy, it can be presumed that I&E believes that Section 54.43(c)
470 is the part which is believed to have been violated by Planet Energy. Planet Energy of
471 course did not intend to cease operations as an electric supplier, nor deny service, and as
472 cancellation was pursuant to the Terms and Conditions and was not a change in service,
473 Planet Energy does not believe it is in violation of Section 54.43.

474 **Q. PLEASE ADDRESS FORMAL COMPLAINT #42.**

475 **A.** Within the Formal Complaint under #42, the claim that Planet Energy violated
476 Section 54.41 of the Commissions regulations is incorrect. The noted Section pertains to
477 an EGS transferring or abandoning its license. First, the Pennsylvania Public Utility
478 Commission issued a tentative order, removing Planet Energy's license. This would mean
479 that Planet Energy is not in violation of the noted Section.

480 In addition, Planet Energy applied for a Voluntary Abandonment of its license in
481 May, 2023. That application was opposed by the I&E. Planet Energy provided all
482 paperwork in accordance with that request and provided notice to all parties as required.
483 Planet Energy discontinued serving customers in approximately June, 2022. Planet Energy
484 only applied for voluntary license abandonment almost one year after it stopped serving
485 customers. As such, Planet Energy is not in violation of a requirement to provide customers
486 with a 90-day notice prior to the action of abandoning a license.

487 I&E appears to be taking the position that a 90-day notice, sent in each of the three
488 subsequent billing cycles during that period, is required via regulation to all customers prior
489 to abandonment. This is in contradiction to the I&E's position pertaining to notice of drop
490 to a customer between the 30-60 day periods as claimed throughout the entire Formal
491 Complaint. If as the I&E is stating, that two separate notices sent out (within two billing
492 periods) is the requirement for cancellation of a consumer agreement under certain
493 circumstances, then that would be in contraction of this regulation, as this regulation
494 requires three notices otherwise not mentioned in the other regulations quoted by I&E as
495 being violated by Planet Energy.

496 As Planet Energy provided the applicable notice to the applicable parties for a
497 voluntary abandonment, and was not serving any customers for almost one year at the time
498 of the notice, Planet Energy was not in violation of Section 54.41.

499 I&E within the Formal Complaint is seeking the revocation of Planet Energy's
500 license to provide electric generation services in Pennsylvania. As noted, there is currently
501 a tentative order dated May 18, 2023, reference –M-2023-3037455, which has ordered that
502 the cancellation of Planet Energy's license, Docket Number A-2011-2223534 be cancelled.

503 Planet Energy in addition to the tentative order, is seeking to voluntarily abandon
504 its license in Pennsylvania, Docket Number –A-2023-3040904. However, I&E is now
505 intervening within Dockets M-2023-3037455 and A-2023-3040904, and requesting that
506 the Commission not cancel Planet Energy’s license, and not permit Planet Energy to
507 voluntarily abandon its license, and is instead, in contradiction to its Formal Complaint,
508 asking for Planet Energy’s license to remain in place. Planet Energy does not believe that
509 the request by I&E to keep Planet Energy’s license in place should be granted.

510 **VIII. PLANET ENERGY’S CONTINUED COOPERATION WITH THE PUC**

511 **Q. WAS THE PUC KEPT APPRAISED OF PLANET ENERGY’S CONDITION AND**
512 **POSITION?**

513 **A.** Yes. One matter which was presented to I&E as part of their investigation into the
514 cancellation of accounts by Planet Energy, was the reason for cancellation, which has been
515 discussed above. The reality of the matter is that there are multiple ways in which
516 cancellation by Planet Energy, or the customer for that matter, can be done.

517 **IX. THE BANKRUPTCY OF PLANET ENERGY ONTARIO AND OTHER**
518 **CANADIAN PROCEEDINGS EFFECTING THIS MATTER**

519 **Q. HAS PLANET ENERGY ONTARIO FILED FOR CREDITOR PROTECTION IN**
520 **CANADA?**

521 **A.** Yes.

522 **Q. HAS A TRUSTEE BEEN APPOINTED BY THE COURT IN CANADA?**

523 **A.** Yes. The Canadian Court discharged KSV Restructuring Inc. (“KSV”) as Interim
524 Receiver and transitioned KSV to the position of Trustee of the Planet Energy Ontario
525 Bankruptcy Estate - finding that “[a]s Trustee, KSV will be able to maintain and continue
526 those processes to facilitate the transition to bankruptcy as seamlessly as possible, and the
527 making of distributions to creditors as expeditiously as possible.” A copy of the Canadian
528 Order Appointing KSV as Trustee is attached hereto as **Exhibit “B”**.

529 **Q. EXPLAIN THE LEGAL PROCEEDINGS THAT HAVE OCCURRED OR ARE**
530 **OCCURRING IN THE CANADIAN COURTS THAT AFFECT THESE**
531 **PROCEEDINGS.**

532 **A.** Planet Energy has been in a legal dispute with another company (the “Plaintiff”)
533 over the past several years, and recently the Ontario Court of Appeal dismissed Planet
534 Energy’s appeal. Planet Energy was ordered by the Court to pay an arbitration award to the
535 Plaintiff which greatly exceeded Planet Energy’s financial capabilities.

536 **Q. DID PLANET ENERGY’S PARENT ENTITY ULTIMATELY GO INTO**
537 **BANKRUPTCY?**

538 **A.** Following the Court’s Order compelling Planet Energy to pay an arbitration award,
539 on May 11, 2023, pursuant to subsection 50.4(1) of the Canadian Bankruptcy and
540 Insolvency Act (“BIA”), Planet Energy (Ontario) Corp. and Planet Energy (B.C.) Corp.
541 (collectively “Planet Energy”) filed a Notice of Intention to Make a Proposal (“NOI”).

542 **Q. WHAT IS THE EFFECT OF AN NOI?**

543 **A.** The effect of the NOI is to invoke a statutory 30 day stay of proceedings from
544 creditors’ claims, while Planet Energy determines if it is able to negotiate a restructuring
545 of its affairs with a sufficient percentage of its creditors to make a Proposal to Creditors
546 under section 50(1) of the BIA (a “Proposal”) in order to avoid a bankruptcy. A licensed
547 insolvency trustee (“LIT”) firm is named as trustee under the NOI to assist the debtor in
548 respect of the NOI process and provide certain statutory reports to the creditors and the
549 Court. In Planet Energy’s case, the LIT was Richter Inc. (“Richter”).

550 **Q. WHAT IS A BIA PROPOSAL?**

551 **A.** A BIA Proposal is analogous to a streamlined version of a Chapter 11 plan, and
552 allows the creditors an opportunity to vote on a Proposal that may receive a better return
553 on their claims than they would in the bankruptcy of the debtor company.

554 **Q. WHAT HAPPENS AS PART OF AN NOI?**

555 **A.** As part of the NOI process, the Plaintiff moved before the Ontario Court to have
556 an Interim Receiver appointed over Planet Energy’s assets pursuant to section 47.1(1) of
557 the BIA while the NOI proceedings unfolded, in order to preserve and protect those assets
558 for the benefit of Planet Energy’s creditors. The Court granted that request and by Order
559 dated June 8, 2023, the Court appointed KSV Restructuring Inc. (“KSV”) as Interim
560 Receiver (the “IR”). A copy of the Interim Receivership Order is attached hereto as **Exhibit**
561 **“C”** (the “IR Order”). As a result of the IR Order, the IR has control and possession of
562 Planet Energy’s assets and decision-making control over Planet Energy’s operations while
563 the NOI process proceeds. It should be noted that the NOI proceedings and the IR Order
564 relate to Planet Energy (Ontario) Corp., so the IR has decision making authority in place
565 of Planet Energy (Ontario) Corp. Later, the interim receivership and NOI proceedings were
566 terminated and KSV was appointed the Trustee of Planet Energy (Ontario) Corp.

567 **X. THE PUC COMPLAINT IGNORES MATERIAL FACTS AND**
568 **OVERSTATES/MISTAKES FACTS**

569 **Q. HAS THE PUC I&E ACKNOWLEDGED THAT PLANET ENERGY SUFFERED**
570 **MATERIAL AND ADVERSE EFFECTS TO ITS BUSINESS?**

571 **A.** The Formal Complaint by I&E specifically acknowledged that Planet Energy has
572 suffered a material and adverse effect to its retailing business; however, couched that
573 within the terms of Section 14 and are stating that cancellation falls within Planet Energy’s
574 cancellation right under Economic Notice. As such, I&E acknowledges Planet Energy’s
575 right to cancel the agreements, acknowledges that Planet Energy has suffered an adverse
576 effect, but has not addressed Planet Energy’s right to cancel under Section 15 versus 14.

577 **Q. WHEN DID I&E PRESENT ITS NOTICE TO PLANET ENERGY?**

578 A. June 1st, 2023. What should also be noted is that I&E did not present its June 1st
579 notice until after Planet Energy (Ontario) had gone into Creditor Protection by filing the
580 NOI. This is a delay in action and timing, which Planet Energy simply doesn't understand
581 and could not explain. As proven, Planet Energy has a phenomenally low number of
582 complaints, and a complaint ratio which is materially low, neither of which would warrant
583 any actions, especially significant actions.

584 **Q. DID THE FORMAL COMPLAINT SHOW CUSTOMERS WERE HARMED?**

585 A. Within the Formal Complaint, I&E did not show that any customers, not even one,
586 was harmed by Planet Energy's actions. In fact, many customers financially benefited from
587 Planet Energy's actions because of lower costs when returned to the system.

588 **Q. CAN YOU SPEAK TO THE NUMBER OF CONSUMER COMPLAINTS AGAINST**
589 **PLANET ENERGY AND IF THE I&E WERE/ARE AWARE OF THESE**
590 **COMPLAINTS?**

591 A. I&E are aware that complaints are low, and aware that complaints even when made,
592 were resolved to the satisfaction of the consumer. To seek funds en masse for 5,690
593 complaints is ignoring factual circumstances. When generally filtered and/or reviewed, it
594 appears that there are approximately 43 complaints pertaining to Planet Energy's action in
595 dropping services via the BCS cases. While Planet Energy does not agree, even if some of
596 these cases upon discussion feel that their complaint was not addressed and/or resolved,
597 any penalty would only be based upon those few, perhaps 10 customers or fewer, who
598 didn't feel that their complaint or concerns were addressed and/or resolved.

599 **Q. WAS PLANET ENERGY AWARE OF PRIOR FORMAL COMPLAINT AGAINST**
600 **OTHER COMPANIES?**

601 A. While Planet Energy was not subject to previous cases with the Pennsylvania PUC,
602 it is aware of and has read some prior Formal Complaints against companies which, for

603 example, made misrepresentations to consumers or slammed (unauthorized enrollments)
604 consumers. In those cases, at no point in time, did the PUC summarily rule all customers
605 were harmed. If customers were misrepresented to, specific customers were identified as
606 being specifically harmed. If customers were slammed, specific customers were identified
607 as harmed.

608 **Q. WHAT IS PLANET ENERGY'S STANCE ON THE ASSERTION THAT ALL 5,690**
609 **CUSTOMERS WERE FINANCIALLY HARMED?**

610 **A.** The attempt to claim that 5,690 customers were harmed is in opposition to the facts
611 known by I&E. Those customers were not harmed, those customers in many cases not only
612 did not suffer financial losses, they were financially enriched because of lower costs when
613 returned to the system. The position of I&E to state that financial enrichment of a customer
614 is a harm is without basis. The absence of any relative volume of complaint by the actions
615 of Planet Energy, should be axiomatic in that it is clear that consumers were not dissatisfied
616 with the outcome and circumstances which occurred.

617 **Q. DID THE COMPLAINT IGNORE FACTS RELATED TO BCS CASES DESPITE**
618 **THE I&E'S KNOWLEDGE OF SAID FACTS?**

619 **A.** Even though I&E was aware of Planet Energy's position and circumstances, and
620 even though I&E was aware of the position on BCS cases as taken by the PUC, these facts
621 appear to have been ignored within the Formal Complaint. The Formal Complaint does not
622 address the applicability of Sections 8 and 15 and Planet Energy's right to cancel the
623 agreement(s) pursuant to those Sections. This is despite the fact that Planet Energy
624 responded as such, and as applicable, to all BCS cases, and in response to I&E's
625 investigation into those cancellations.

626 **Q. DESCRIBE THE INFORMAL INFRACTION PROCESS BY THE BCS.**

627 A. BCS Cases can also issue a Notification of Possible Informally Verified Infraction
628 of Regulation Guideline [the “Notification”]. In the case of Planet Energy and in direct
629 relation to the BCS Cases as received by Planet Energy, a large number of these cases were
630 issued with the Notification.

631 In virtually all of the cases where Planet Energy received the Notification, the
632 possible infraction was of Section 54.10 of the Regulations.

633 One part of the Notice states as follows:

634 “The purpose of this notice is to bring to the attention of your company our
635 concerns about a possible infraction of Commission regulations or
636 guidelines. During a review of the informal investigation of this consumer
637 complaint, the Bureau of Consumer Services (BCS) received information
638 which warrants further review. This notice is intended to be an informal,
639 advisory notice intended to assist the company with complying with
640 Commission regulations and guidelines. The BCS expects that your
641 company will review the matter and if it is determined an infraction may
642 have occurred, your company will adopt any corrective actions needed to
643 prevent future occurrences. However, if your review of the matter indicates
644 that the infraction did not occur, please forward this information to the BCS
645 so that we may correct our records.

646 Another part of the Notice states as follows:

647 “If the above information is accurate, you do not have to provide a written
648 response to the BCS. BCS will assume that the company has properly
649 identified the problem, the cause of the problem, and has taken the
650 necessary corrective action to avoid further problems of this nature.”

651 **Q. FOLLOWING THESE NOTICES, WHAT, IF ANYTHING, DID PLANET**
652 **ENERGY DO?**

653 A. Planet Energy did not continue its actions of cancellation of consumer agreements,
654 and did not enter into additional consumer supply agreements as it was not at that time,
655 confident in the market dynamics. Planet Energy did not wish to enter into any dispute with
656 the PUC. It was also clear from Planet Energy’s responses to the BCS cases what its
657 position was and what it relied upon for processing the cancellation of consumer accounts.

658 What was, in Planet Energy’s view, also clear from the BCS cases was that while
659 the cancellations generated a small number of complaints, that consumers once properly
660 advised, were in acceptance of the cancellation and did not wish to pursue matters further
661 against Planet Energy. Most notably, consumers did not wish any financial compensation
662 as a result of the cancellation.

663 What also was believed to be clear by Planet Energy from the Notice(s), was that
664 Planet Energy had identified the problem, the cause of the problem, and had taken the
665 necessary corrective actions to avoid further problems. Planet Energy had done all of that,
666 and as such, no further action was required and the PUC viewed the matter as closed and
667 resolved.

668 **Q. PLEASE WALK THOUGH EXAMPLE BCS CASES TO SUPPORT THIS POINT.**

669 **A.** For example, see BCS Case #3846431, a complaint against RiteRate for an early
670 discontinuance of service. The case was closed by the PUC. The PUC explained to the
671 customer that RiteRate cancelled pursuant and in accordance with Section 8 of the Terms
672 and Conditions, based on RiteRate’s cost increases and inability to supply. The customer
673 understood and was satisfied with the explanation and agreed to close the case –with no
674 further action requested by the consumer. A copy of the BCS Cases is attached hereto as
675 **Exhibit “D”**.

676 BCS Case #3846717 is a complaint against RiteRate for an early discontinuance of
677 service. The PUC explained to the customer that RiteRate cancelled pursuant and in
678 accordance with Section 8 and 15 of the Terms and Conditions. The consumer stated that
679 he understood and the case was dismissed. *See* Exhibit D.

680 BCS Case #3846708 is a complaint against RiteRate for an early discontinuance of
681 service. The PUC explained that it has no authority to make a company uphold a fixed rate
682 contract. The customer understood and agreed to close the case with no further action
683 requested by the consumer. *See Exhibit D.*

684 BCS Case #3847000 is a complaint against Value Plus Energy for an early
685 discontinuance of service. The decision of the PUC was: “Decision Issued: Planet Energy
686 was within their rights to cancel your agreement...Case Dismissed.” *See Exhibit D.*

687 BCS Case #3850767 is a complaint against Value Plus Energy for an early
688 discontinuance of service. The decision of the PUC was: “Case dismissed. Verbal close.
689 EGS may cancel contract per terms and conditions.” *See Exhibit D.*

690 BCS Case #3862876 is a complaint against Value Plus Energy for an early
691 discontinuance of service. The decision of the PUC was: “Decision Issued –Planet Energy
692 processed an earlier cancellation pursuant to the Terms and Conditions of your agreement.
693 Case Dismissed.” *See Exhibit D.*

694 **Q. WHAT IS THE SIGNIFICANCE OF THESE BCS INFORMAL CASE EXAMPLES**
695 **YOU HAVE PROVIDED?**

696 **A.** These BCS case examples are only a few of which were in the possession of I&E
697 and of which Planet Energy had provided and classified as requested. As noted, customers
698 were satisfied after the explanation regarding the cancellation of their accounts, many of
699 which did not request nor seek additional actions by the PUC or by Planet Energy.
700

701 **XI. FEW POTENTIALLY INJURED CONSUMERS**

702 **Q. DID ALL CUSTOMERS THAT WERE REVERTED TO SYSTEM SUPPLY SEE**
703 **PRICE INCREASE?**

704 A. No. One important factor which was ignored by I&E within the Formal Complaint,
705 is that there are a significant number of customers who were reverted to system supply,
706 saw a decrease in their supply costs. In short, their bills and costs went down, not up.

707 The failure to acknowledge this reality within this Formal Complaint is
708 unreasonable. For example, some Planet Energy consumers were paying 9.99 cents/kWh
709 for electricity supply, and upon cancellation, paid 7.4 cents with Duquesne or PECO,
710 representing an approximate 29% drop in the cost to consumers. The complaint volume
711 and ratios, as was known by I&E were and continue to be phenomenally low. A key driver
712 for this is that consumers saw a decrease in their costs.

713 Yet, in obvious contrast to factual reality, I&E ignores that truth and is attempting
714 to seek costs on 5,690 accounts, wherein very few customers actually complained and few
715 saw a price increase on reversion to system coverage. Further, even when the consumer
716 complained, it was frequently the case that a consumer simply didn't understand their
717 circumstances. Once it was explained why their account was cancelled, and that their costs
718 would decrease, the consumer was satisfied and had no further complaints and sought no
719 further actions –most especially not asking to pay more money.

720 **Q. HOW MANY CONSUMERS WERE REVERTED TO SYSTEM SERVICES AND**
721 **SAW PRICE INCREASES**

722 A. During the period between April and June of 2022, Planet Energy reverted its
723 customers back to system supply to the applicable utility. Upon review of the applicable
724 system supply prices per utility, approximately 28% of Planet Energy's customers saw an
725 increase in electricity supply prices upon being reverted to system supply.

726 Conversely, approximately 72% of customers either saw no change in their pricing,
727 or saw a decrease in pricing from being reverted to system supply.

728 However, it should be noted that for customers which saw an increase in their bills,
729 many only saw an increase of \$0.004 per kWh. For context, an average median residential
730 customer usage is approximately 800 kWh's per month, which means that the customers
731 billed usage would have increased by approximately \$3.20 for the month.

732 Conversely, for the customers which saw a decrease in their bills, many saw a
733 decrease of \$0.02 per kWh. Using the same average of 800 kWh's per month, customers
734 billed usage would have decreased by \$16.00 for the month.

735 **Q. WHAT DO THE INFORMAL BCS CASES DEMONSTRATE IN REGARDS TO**
736 **POTENTIAL DAMAGES TO PLANET ENERGY'S FORMER CUSTOMERS?**

737 **A.** As stated, Planet Energy had very few complaints regarding the cancellations. Once
738 the consumer was advised as to the reason for cancellation, as confirmed within the BCS
739 cases, the consumer was satisfied and allowed the file to be closed with no further action.

740 Even though these cases were closed by the PUC, and even though the consumers
741 did not wish to pursue any further actions, I&E is proposing that Planet Energy pay for
742 damages for 5,690 accounts, in direct contradiction to consumers' wishes. If a consumer is
743 satisfied with the resolution of a complaint and doesn't wish to seek further action, then
744 why would I&E pursue action in contravention of consumer's wishes? This, especially in
745 light that they would pay more money by continuing supply with Planet Energy.

746 As is also highlighted by the BCS cases and the PUC resolutions and closed files is
747 that the PUC has stated and confirmed that the PUC does not have the authority to force an
748 EGS to supply a contract to a consumer. This is also affirmed by I&E within the Formal
749 Complaint; however, I&E is seeking a financial penalty for not supplying customers, which
750 is within Planet Energy's rights.

751 As further confirmed within the BCS cases, resolutions, and outcomes, Planet
752 Energy is fully and completely within its contractual rights to cancel agreements with
753 consumers. This is also affirmed by I&E within the Formal Complaint; however, I&E is
754 seeking a financial penalty for the cancellation of customer contracts –which is an absolute
755 right of Planet Energy.

756 **Q. HOW DOES PLANET ENERGY PERCEIVE THE CIVIL PENALTY FOR FINES**
757 **THAT IS BEING IMPOSED?**

758 **A.** Planet Energy believes that the civil penalty sought is malicious and without merit
759 –and appears to be an attempt to take unfair advantage of Planet Energy’s current
760 vulnerable business status.

761 **Q. WHY DOES PLANET ENERGY BELIEVE THAT?**

762 **A.** As noted, Planet Energy discontinued services to its consumers in approximately
763 June, 2022. The majority of BCS complaints occurred shortly after June, 2022 with only a
764 few outliers after that.

765 I&E began its investigation into the matter in October, 2022 and then did not take
766 any additional action (excluding some additional questions) until June 1, 2023–
767 approximately 1 full year after Planet Energy had discontinued services to its consumers
768 and had continued to not enroll any new consumers. Planet Energy has been cooperative
769 with I&E at every conceivable point.

770 **Q. HOW WOULD YOU CLASSIFY THE SUM OF PENALTIES SOUGHT BY I&E?**

771 **A.** It can only be classified as malicious, to seek a penalty of approximately \$2.8
772 million dollars, when no damages or harm have been shown to have taken place. It is Planet
773 Energy’s understanding under Title 66, Chapter 33, Section 3301, that civil penalties are
774 not to exceed \$1,000.00.

775 Within the Formal Complaint, I&E grouped all customers into one general
776 category, regardless of any specifics, and in spite of the fact that I&E had the information
777 at hand. Specifically, I&E did not remove Planet Energy's customers whose contracts were
778 coming to an end, or very soon coming to an end. Those contracts would clearly not fall
779 within any of the violations as stated within the Formal Complaint.

780 I&E did not identify which customers were new enrollments versus auto-renewals.
781 Auto-renewal agreements would also not fall within the violations as stated within the
782 Formal Complaint. Most glaring is that I&E does not contest Planet Energy's right to
783 cancel contracts, but instead contests that cancellation of the contracts has to be done within
784 a prescribed period of time, essentially being between 30 and 60 days. After that time
785 period, and as argued by I&E, Planet Energy would have the legal right to cancel the
786 contract.

787 While Planet Energy does not agree with the various statements within the Formal
788 Complaint, the obvious conclusion based on the arguments would be a highly limited
789 penalty. While Planet Energy does not agree that a penalty should be issued, a rational
790 argument would be that any penalty would be limited to the period of time, based on the
791 position of I&E within the Formal Complaint, of between 30 to 60 days of service under
792 their agreements with Planet Energy.

793 In addition, while Planet Energy does not agree with any penalties, but the
794 complaint should not be held as a generic coverall, but should specifically identify a
795 customer harmed within the 30-60 day period, and any penalty would only be limited to
796 that proven harm during that limited time period.

797 Further, while Planet Energy does not agree that any harm took place, any perceived
798 harm would be only within the supply usage during the 30-60 day time period. Which
799 would amount at least financially, to either negative dollar amounts (meaning the customer
800 financially benefitted from Planet Energy discontinuing their services), or an extremely
801 minor positive dollar amount (meaning the customer financially lost from Planet Energy
802 discontinuing their services). Even if at a loss, the loss would be a very small amount of a
803 few dollars, which would not be remotely close to the \$500 per customer sought.

804 **XII. SUMMARY**

805 **Q. TO SUMMARIZE, WHAT OCCURRED THAT CAUSED HARM TO PLANET**
806 **ENERGY REQUIRING THE CANCELATION OF CONSUMERS'**
807 **CONTRACTS?**

808 **A.** Planet Energy was subject to extraordinary circumstances during the third quarter
809 of 2022. Despite Planet Energy's history and experience in the industry, multiple factors
810 combined to bring about circumstances which were beyond Planet Energy's control, and
811 could not have been reasonably foreseen or protected against.

812 **Q. TO SUMMARIZE, WHAT HAPPENED AS A RESULT OF THESE**
813 **OCCURRENCES?**

814 **A.** As a result of these circumstances, Planet Energy was put in an unwinnable
815 situation. It could have continued supply of its customers, which would have resulted in a
816 disorderly bankruptcy and the return of all customers back to system supply. The simple
817 fact of the matter is that Pennsylvania Regulations, unlike the regulations of generators and
818 utilities, do not provide for the recuperation of losses or even the most basic ability to
819 mitigate losses when servicing fixed-rate contracts.

820 **Q. TO SUMMARIZE, WAS THERE ANY OTHER POSSIBLE OUTCOME FOR**
821 **PLANET ENERGY?**

822 A. No. Planet Energy is a private company, not a government entity or a large public
823 company which in some instances can choose to absorb financial losses. The end result
824 would have been the same, the customers would have been returned back to system supply.
825 Our way was more orderly than a bankruptcy, which would have been the outcome if we
826 had not taken the steps we did.

827 It was always Planet Energy's intent to remain within the market in Pennsylvania.
828 However, the ruling against Planet Energy via the Appeals Court, forced Planet Energy to
829 seek voluntary abandonment of its license and forced Planet Energy into creditor
830 protection.

831 **Q. TO SUMMARIZE, GIVEN THIS REALITY COULD PLANET ENERGY**
832 **POSSIBLY PAY ANY FINANCIAL PENALTY LEVIED AGAINST IT?**

833 A. Based upon this current reality, Planet Energy is unable to predict what will happen
834 in the future. However, should any financial penalty be levied against Planet Energy, it is
835 almost certain that it would not be able to pay.

836 **Q. TO SUMMARIZE, DID PLANET ENERGY RETURN ITS CUSTOMERS BACK**
837 **TO SYSTEM SUPPLY IN ACCORDANCE WITH THE TERMS AND**
838 **CONDITIONS OF THE AGREEMENTS?**

839 A. Yes. Planet Energy confirms that it had sent its customers back to system supply.
840 It did so in accordance with the Terms and Conditions of the Agreements. This was not
841 something which Planet Energy wanted to do but was otherwise required to do under the
842 circumstances.

843 **Q. TO SUMMARIZE, WHAT FACTORS BEYOND PLANET ENERGY'S CONTROL**
844 **COULD HAVE AFFECTED PLANET ENERGY'S TRAJECTORY?**

845 A. There are several. Had PJM not raised pricing more than it had ever done in history
846 without warning or explanation; had the Pennsylvania Legislature not enacted legislation
847 which astronomically increased the costs of RECs; had the PUC regulations not removed

848 Planet Energy's ability to mitigate costs for fixed rate agreements via balancing charges
849 (which can be done over a longer period of time), then Planet Energy wouldn't have been
850 put into an unwinnable situation. However, it was due to these regulatory changes, and was
851 forced to make a choice.

852 **Q. TO SUMMARIZE, DOES PLANET ENERGY BELIEVE IT SHOULD BE**
853 **ORDERED TO PAY A CIVIL PENALTY?**

854 **A.** In regards to a civil penalty, for the reasons stated, Planet Energy does not believe
855 it should be ordered to pay \$2,845,000.00, or any amount as Planet Energy in its view is
856 not in violation of the regulations. However, this request is further reinforced by the
857 absence of the Formal Complaint showing any damages or harm caused to any customers.

858 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

859 **A.** Yes.

VERIFICATION

I, Jordan Small, hereby state that the facts set forth in the foregoing Direct Testimony and Exhibits are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter.

I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: November 30, 2023

Jordan Small  Digitally signed by Jordan Small
DN: cn=Jordan Small, o, ou,
email=jsmall@planetenergy.ca, c=US
Date: 2023.11.30 15:41:03 -05'00'

Jordan Small

01/23/24 OM

EXHIBIT

Coogan

PE Ex A

EXHIBIT A



TERMS AND CONDITIONS OF RENEWAL OF ELECTRICITY AND/OR NATURAL GAS SUPPLY
CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

Planet Energy (Pennsylvania) Corp. (“**Planet**”) agrees to sell and deliver Natural Gas and/or Electricity supply (collectively “**Energy**”) to the customer (the “**Customer**”) named on the original Energy Application (the “**Application**”) and to provide related services described herein on behalf of Customer. The renewal agreement (the “**Renewal Agreement**”) consists of the Contract Summary(s), the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “**Premises**”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Renewal Agreement.

1. AGENCY APPOINTMENT. Customer hereby continues to appoint Planet to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “**EDC**”) and/or local natural gas distribution company (the “**Utility**”) is entitled to rely upon all actions taken or documents signed by Planet in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by Planet on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs Planet to continue to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Renewal Agreement. If required, Customer authorizes and directs Customer’s EDC/Utility to release to Planet any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation, historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide Planet with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing Planet with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to Planet recording telephone conversations between Customer and Planet and maintaining such recordings, and expressly consents to Planet calling the phone number(s) or emailing the email addresses provided within the Renewal Agreement. Customer may revoke either consent by clearly informing Planet in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) Planet is not a local electricity distribution company, local gas distributor or regulated utility and **is not affiliated with Customer’s EDC/Utility**; (ii) Planet Energy’s rate for Energy for the Term (defined below in section 6) of the Renewal Agreement shall be the price set forth in the, Contract Summary and Disclosure Statement and shall be calculated in accordance with the Price (defined below in section 4); and (iii) the price under this Renewal Agreement is not regulated by the Pennsylvania Public Utility Commission (“**PUC**”). As a Renewal Agreement, Customer agrees and represents that currently, and throughout the Term: (i) Customer is not bound by another Energy supply agreement for the same supply service(s) that are the subject of this Renewal Agreement, to and for the Premises; (iii) the total amount that Customer can expect to pay for Energy under this Renewal Agreement will vary based on the Customer’s consumption; (iv) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to Planet; and (v) all representations made and all information provided to Planet in this Renewal Agreement are true, complete, accurate and correct and that Planet is relying upon this information to enter into and perform this Renewal Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to Planet for Energy throughout the Term shall be the amount per one hundred cubic feet (“**Ccf**”) or therm of Gas and/or kilowatt hour (“**kWh**”) of Electricity, This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.



If the Customer has Selected: (a) Gas Fixed Rate on the Application, Customer's Price will be based on the Fixed Rate(s), plus the Administration Charge, set forth in the Application, which includes Planet's compressor fuel and transportation charges, administrative and transaction costs and the Gas Balancing Amount and any Regulatory Charges (defined below). This price includes natural gas commodity charges and estimated total State Taxes but excludes applicable state and local Sales Tax. Customer's Price will be set out in the Renewal Contract Summary and Disclosure Statement. (b) Electricity Fixed Rate on the Application, Customer's Price will be set out in the Renewal Contract Summary and Disclosure Statement, plus Planet's Administrative Charge which includes third party, utility and billing charges. For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide Planet with distributor-consolidated billing, for whatever reason, Planet may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to Planet and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the Customer's Right of Rescission and Planet's Termination rights contained in this Renewal Agreement, the Term (the "**Term**") of this Renewal Agreement will commence on the day after the current contract ends (the "**Start Date**") and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER PLANET 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICIES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move to another location within Pennsylvania, Customer will notify Planet in writing of Customer's new service address(es) prior to such move. Upon becoming aware of such move (either through receipt of Customer's notice or a notice from Customer's EDC/Utility), Planet will determine whether it is able and prepared to supply Customer at Customer's new service address(es) and, if so, the terms of this Renewal Agreement shall apply to Customer's new service address(es) for the remainder of the Term. If Planet is not able or prepared to supply Customer at Customer's new service address(es) this Renewal Agreement will terminate without penalty. Customer will also provide Planet with notice of any other change(s) of account information (including account number, contact information, etc.).

8. CANCELLATION BY PLANET. Customer agrees that Planet may cancel this Renewal Agreement before the end of the Term for the Premises, without penalty or liability to Planet and without prejudice to enforcement of any legal right or remedy available to Planet if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to Planet; (b) Customer appoints another person or company as Customer's Energy supplier or agent; (c) Customer breaches or is in default of any other term of this Renewal Agreement; or (d) Planet is required by law,



regulation or legal, regulatory or administrative process to cancel this Renewal Agreement; (e) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects Planet's Electricity retailing and/or Gas marketing business; or (f) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. Should Planet initiate cancellation of this Renewal Agreement for any reason other than for customer non-payment, Planet will follow the applicable rules in providing notice to Customer.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to Planet collecting, recording, maintaining, using and disclosing Customer's personal information ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from Planet and its affiliates and to Planet entering into arrangements related thereto that require disclosure of Customer's Information. Customer hereby consents to Planet disclosing Customer's Information to Customers EDC/Utility, Planet's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to Planet at any time to stop using Customer's Customer Information – including Customers telephone number and/or historical billing data by providing to Planet a signed form notifying Planet of Customers desire to restrict the release of the private information, which can be provided to Planet orally or electronically. Customer also acknowledges that Planet may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing or otherwise by Customer.

10. ASSIGNMENT. Planet, in its sole discretion, may assign, pledge or transfer this Renewal Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required, at least 30 days prior to the assignment of this Renewal Agreement. This Renewal Agreement shall be binding upon and inure to the benefit of Planet's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by Planet to Customer are governed by this Renewal Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. RIGHT OF RESCISSION. As a Renewal Agreement, Customer may rescind this Renewal Agreement at any time by contacting Planet by phone at 1-855-360-3042 or in writing at the address or at email address set out below, without an early cancellation fee. Customer is liable for all Planet charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's electric distribution company, or natural gas distribution company, and not Planet.

14. MISCELLANEOUS. This Renewal Agreement is the entire agreement between Customer and Planet and supersedes any prior written or oral agreement(s) between Planet and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Renewal Agreement. This Renewal Agreement shall be governed by the laws of the State of Pennsylvania. If Planet is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer's EDC/Utility), Planet shall not be liable for its failure to perform for



the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay Planet for its actual cost of supply. Planet will have no liability or responsibility for matters within the control of the EDC/Utility, or upstream natural gas pipeline, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Renewal Agreement and the remaining Terms and Conditions shall continue in full force and effect.

15. DISPUTE. In the event of a billing dispute or a disagreement regarding Planet's supply services hereunder, Customer shall first contact Planet and Planet and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with Planet, Customer may file a complaint with the PUC by contacting the PUC's EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public Utility Commission, 400 North Street, Harrisburg PA 17120.

16. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless Planet, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of Planet and their affiliates and related entities (collectively, "**Planet and its Representatives**") from any and all losses, damages, injuries, liability or costs that any of Planet and its Representatives sustains or incurs as a consequence of Planet acting as Customer's agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Renewal Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that Planet relies on this Renewal Agreement as security to obtain a supply of Energy for Customer.

17. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Renewal Agreement, including requesting information or to renew or extend the Term of the Renewal Agreement, Customer may contact Planet at the following: (i) by phone: 1-855-360-3042, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@planetenergychoice.com (iv) through Planet's website www.planetenergychoice.com, or (v) by mail: Planet Energy, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.

A handwritten signature in black ink that reads "Nino Silvestri".

Nino Silvestri
Chief Executive Officer
Planet Energy (Pennsylvania) Corp.

**TERMS AND CONDITIONS OF ELECTRICITY AND/OR NATURAL GAS
SUPPLY CUSTOMER AGREEMENT AND AGENCY APPOINTMENT**

Planet Energy (Pennsylvania) Corp. (“**Planet**”) agrees to sell and deliver Natural Gas and/or Electricity supply (collectively “**Energy**”) to the customer (the “**Customer**”) named on the Energy Application (the “**Application**”) and to provide related services described herein on behalf of Customer. The agreement (the “**Agreement**”) consists of the Application, the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “**Premises**”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. AGENCY APPOINTMENT. Customer hereby appoints Planet to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “**EDC**”) and/or local natural gas distribution company (the “**EDC/Utility**”) is entitled to rely upon all actions taken or documents signed by Planet in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by Planet on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs Planet to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Agreement. Customer authorizes and directs Customer’s EDC/Utility to release to Planet any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation and historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide Planet with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing Planet with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to Planet recording telephone conversations between Customer and Planet and maintaining such recordings, and Planet calling the phone number(s) provided within the Agreement. Customer may revoke either consent by clearly informing Planet in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) Planet is not a local electricity distribution company, local gas distributor or regulated EDC/Utility and **is not affiliated with Customer’s EDC/Utility**; and (ii) the price under this Agreement is not regulated by the Pennsylvania Public EDC/Utility Commission (“**PUC**”). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for the same supply service(s) that are the subject of this Agreement, to and for the Premises; (iii) Customer will not modify or revoke Planet’s agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iv) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Customer’s consumption; (v) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to Planet; and (vi) all representations made and all information provided to Planet in this Agreement are true, complete, accurate and correct and that Planet is relying upon this information to enter into and perform this Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to Planet for Energy throughout the Term shall be the amount per one hundred cubic feet (“**Ccf**”) or therm of Gas and/or kilowatt hour (“**kWh**”) of Electricity multiplied by Customer’s Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the “**Price**”). In addition, if Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out in the Application. The Price for this contract can be found on the Contract Summary sheet.

a. Gas. If Customer has selected a Gas Fixed Rate, Customer’s Price will be based on the Fixed Rate(s), plus the Administration Charge, set forth in the Application, which includes Planet’s compressor fuel and transportation charges, administrative and transaction costs and the Gas Balancing Amount and any Regulatory Charges (defined below). This price includes natural gas commodity charges and estimated total State Taxes but excludes applicable state and local Sales Tax.

b. Electric. If Customer has selected an Electricity Fixed Rate on the Application, Customer's Price will be based on the Fixed Rate(s) which includes Local and State taxes, Gross Receipts Tax (GRT), PJM Adjustment (defined below) charges and adjustments and EDC/Utility applied charges and/or fees related to generation, plus the Administration Charge, which includes, Electricity Balancing Amount and third party EDC/Utility and billing charges. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

Customer understands and agrees that included in the Administration Charge is the cost of the Energy Balancing Amount (defined below). Customer understands that in order for Planet to be able to supply Energy to its existing and prospective customers, Planet enters into supply arrangements to meet the forecasted consumption of its various groups of customers. These forecasts are based on historical data, load shapes and/or estimates. To the extent that actual pooled consumption of Planet's Energy customers varies from supply arrangements and/or Customer's EDC/Utility delivery requirements, Planet incurs a cost in balancing and settling its supply arrangements with such pooled consumption. To ensure a fixed all-inclusive Rate, Planet has included in the Administration charge, the Energy Balancing Amount, to balance and settle the variance between pooled consumption and supply arrangements (the "**Energy Balancing Amount**").

In respect of Electricity, Customer understands that there are certain estimated pass through costs, made up of charges to Planet by the PJM Interconnection ("PJM") and/or Customer's EDC/Utility, including but not limited to ancillary service charges, the cost of unaccounted for electricity, capacity charges and any replacement or recharacterization of these charges. In this regard, the "**PJM Adjustment**", is included in the Fixed Price Rate. Customer acknowledges and agrees that by entering into this Agreement, Customer will not be eligible to receive any net metering credits and other incentives to which Customer would otherwise be entitled.

Further, included in the Rate are the amounts charged or billed to Planet or Customer by Customer's EDC/Utility, the PUC or any other regulatory or government entity, including any taxes, delivery, regulated transmission, regulated distribution, pipeline, compressor fuel, uplift, congestion, locational marginal pricing, invoice market participant, service, billing, or similar or related charges and any, deposits, interest or late payment fees or other amounts in connection with the supply and delivery of Energy to the Premises (collectively, "**Regulatory Charges**"). Customer agrees to pay the monthly Administration charge for Energy supply (the "**Administration**" charge). For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide Planet with distributor-consolidated billing, for whatever reason, Planet may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to Planet and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by Planet to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term; Planet expects the Start Date to occur on a date set by the natural gas or electric EDC/Utility. Customer understands that there might be a delay in the start of supply for reasons beyond Planet's control, including a delay by the EDC/Utility in providing Planet with requested information or in processing this Agreement. Please refer to the Contract Summary document for the length of your term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER PLANET 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICIES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move, Customer will notify Planet in writing prior to such move. Customer will also provide Planet with notice in writing of any other change(s) of account information (including account number, contact information, etc.).

8. PENALTIES, FEES AND EXCEPTIONS. Customer agrees that Planet may cancel this Agreement before the end of the Term for the Premises, without penalty or liability to Planet and without prejudice to enforcement of any legal right or remedy available to Planet if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to Planet; (b) Customer attempts to cancel this Agreement after the 10 day rescission period; (c) Customer appoints another person or company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term of this Agreement; or (e) Planet is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects Planet's Electricity retailing and/or Gas marketing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Customer cancels or terminates this agreement prior to the expiration date, Customer will not be liable for any early cancelation or termination charges.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to Planet collecting, recording, maintaining, using and disclosing Customer's personal information, including Customer's phone number and historical billing data ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from Planet and its affiliates. Customer consents to Planet entering into arrangements related to the supply of Energy to Customer hereto that require disclosure of Customer's Information. Customer hereby consents to Planet disclosing Customer's Information to Customers EDC/Utility, Planet's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to Planet at any time to stop using Customer's Customer Information by contacting Planet by phone or in writing. Customer also acknowledges that Planet may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

10. ASSIGNMENT. Planet, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required (30 days). This Agreement shall be binding upon and enure to the benefit of Planet's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by Planet to Customer are governed by the Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. CANCELLATION BY PLANET. Customer may rescind this Agreement by midnight of the 10th night after receipt of this Agreement, by contacting Planet by phone at 1-855-360-3042. The customer may also send in a cancellation request by writing to the customerservice@planetenergychoice.com. Customer is liable for all Planet charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's EDC/Utility and not Planet.

14. ELECTRICITY AND NATURAL GAS CHANGE IN TERMS. In the event that Planet for unforeseen economic circumstances is not able to provide Electricity and/or Natural Gas supply to Customer under the terms of the Agreement, Planet will send Customer two (2) advance notices (“**Economic Notice**”), the first notice will be sent to Customer between 45-60 days prior to the effective date of the changes, and the second notice, no later than 30 days prior to the effective date of the changes. Planet will explain Customer’s options in these two (2) advance notices. Customer must positively affirm with Planet in writing or recorded telephone conversation, Customers acceptance of the changes. If customer does not positively affirm with Planet the proposed changes in the Economic Notice, the proposed changes will be deemed rejected by Customer. If rejected, Customer is free to pursue other opportunities in the market without Penalties or Fees. If customer does not choose another Electricity supplier, Customer will be returned to default service with the EDC/Utility.

15. MISCELLANEOUS. This Agreement is the entire agreement between Customer and Planet and supersedes any prior written or oral agreement(s) between Planet and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the State of Pennsylvania. If Planet is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer’s EDC/Utility), Planet shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay Planet for its actual cost of supply. This Agreement, when completed by Customer, is subject to: approval and acceptance by Planet, in its discretion, Customer’s EDC/Utility’s acceptance of Customer’s enrolment as a Planet customer, and, as applicable, Customers reaffirmation of the Agreement. Planet will have no liability or responsibility for matters within the control of the EDC/Utility, or upstream natural gas pipeline, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

16. DISPUTE. In the event of a billing dispute or a disagreement regarding Planet’s supply services hereunder, Customer shall first contact Planet and Planet and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with Planet, Customer may file a complaint with the PUC by contacting the PUC’s EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public EDC/Utility Commission, 400 North Street Box 3265, Harrisburg, Pennsylvania 17120 or by email at www.puc.pa.gov.

17. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless Planet, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of Planet and their affiliates and related entities (collectively, “**Planet and its Representatives**”) from any and all losses, damages, injuries, liability or costs that any of Planet and its Representatives sustains or incurs as a consequence of Planet acting as Customer’s agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that Planet relies on this Agreement as security to obtain a supply of Energy for Customer.

18. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Agreement, including requesting information or to renew or extend the Term of the Agreement, Customer may contact Planet at the following: (i) by phone: 1-855-360-3042, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@planetenergychoice.com (iv) through Planet’s website www.planetenergychoice.com, or (v) by mail: Planet Energy, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.



Nino Silvestri
Chief Executive Officer
Planet Energy (Pennsylvania) Corp.

TERMS AND CONDITIONS OF RENEWAL OF ELECTRICITY SUPPLY
CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

RITERATE ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. agrees to sell and deliver Electricity supply (collectively “Energy”) to the customer (the “Customer”) named on the original Energy Application (the “Application”) and to provide related services described herein on behalf of Customer. The renewal agreement (the “Renewal Agreement”) consists of the Contract Summary(s), the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “Premises”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Renewal Agreement.

1. AGENCY APPOINTMENT. Customer hereby continues to appoint RITERATE ENERGY to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “EDC”) (the “Utility”) is entitled to rely upon all actions taken or documents signed by RITERATE ENERGY in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by RITERATE ENERGY on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs RITERATE ENERGY to continue to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Renewal Agreement. If required, Customer authorizes and directs Customer’s EDC/Utility to release to RITERATE ENERGY any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation, historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide RITERATE ENERGY with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing RITERATE ENERGY with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to RITERATE ENERGY recording telephone conversations between Customer and RITERATE ENERGY and maintaining such recordings, and expressly consents to RITERATE ENERGY calling the phone number(s) or emailing the email addresses provided within the Renewal Agreement. Customer may revoke either consent by clearly informing RITERATE ENERGY in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) RITERATE ENERGY is not a local electricity distribution company , or regulated utility and **is not affiliated with Customer’s EDC/Utility**; (ii) RITERATE ENERGY’s rate for Energy for the Term (defined below in section 6) of the Renewal Agreement shall be the price set forth in the, Contract Summary and Disclosure Statement and shall be calculated in accordance with the Price (defined below in section 4); and (iii) the price under this Renewal Agreement is not regulated by the Pennsylvania Public Utility Commission (“PUC”). As a Renewal Agreement, Customer agrees and represents that currently, and throughout the Term: (i) Customer is not bound by another Energy supply agreement for the same supply service(s) that are the subject of this Renewal Agreement, to and for the Premises; (iii) the total amount that Customer can expect to pay for Energy under this Renewal Agreement will vary based on the Customer’s consumption; (iv) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to RITERATE ENERGY; and (v) all representations made and all information provided to RITERATE ENERGY in this Renewal Agreement are true, complete, accurate and correct and that RITERATE ENERGY is relying upon this information to enter into and perform this Renewal Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to RITERATE ENERGY for Energy throughout the Term shall be the amount per kilowatt hour (“kWh”) of Electricity, This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

If the Customer has Selected Electricity Fixed Rate on the Application, Customer's Price will be set out in the Renewal Contract Summary and Disclosure Statement, plus RITERATE ENERGY's Administrative Charge which includes third party, utility and billing charges. For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide RITERATE ENERGY with distributor-consolidated billing, for whatever reason, RITERATE ENERGY may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to RITERATE ENERGY and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the Customer's Right of Rescission and RITERATE ENERGY's Termination rights contained in this Renewal Agreement, the Term (the "**Term**") of this Renewal Agreement will commence on the day after the current contract ends (the "**Start Date**") and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER RITERATE 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move to another location within Pennsylvania, Customer will notify RITERATE ENERGY in writing of Customer's new service address(es) prior to such move. Upon becoming aware of such move (either through receipt of Customer's notice or a notice from Customer's EDC/Utility), RITERATE ENERGY will determine whether it is able and prepared to supply Customer at Customer's new service address(es) and, if so, the terms of this Renewal Agreement shall apply to Customer's new service address(es) for the remainder of the Term. If RITERATE ENERGY is not able or prepared to supply Customer at Customer's new service address(es) this Renewal Agreement will terminate without penalty. Customer will also provide RITERATE ENERGY with notice of any other change(s) of account information (including account number, contact information, etc.).

8. CANCELLATION BY RITERATE ENERGY. Customer agrees that RITERATE ENERGY may cancel this Renewal Agreement before the end of the Term for the Premises, without penalty or liability to RITERATE ENERGY and without prejudice to enforcement of any legal right or remedy available to RITERATE ENERGY if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to RITERATE ENERGY; (b) Customer appoints another person or company as Customer's Energy supplier or agent; (c) Customer breaches or is in default of any other term of this Renewal Agreement; or (d) RITERATE ENERGY is required by law, regulation or legal, regulatory or administrative process to cancel this Renewal Agreement; (e) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects RITERATE ENERGY's Electricity retailing business; or (f) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. Should RITERATE ENERGY initiate cancellation of this Renewal Agreement for any reason other than for customer non-payment, RITERATE ENERGY will follow the applicable rules in providing notice to Customer.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to RITERATE ENERGY collecting, recording, maintaining, using and disclosing Customer's personal information ("**Customer Information**") for purposes related to its business, to supply Energy

hereunder and to offer other products from RITERATE ENERGY and its affiliates and to RITERATE ENERGY entering into arrangements related thereto that require disclosure of Customer's Information. Customer hereby consents to RITERATE ENERGY disclosing Customer's Information to Customers EDC/Utility, RITERATE ENERGY's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to RITERATE ENERGY at any time to stop using Customer's Customer Information – including Customers telephone number and/or historical billing data by providing to RITERATE ENERGY a signed form notifying RITERATE ENERGY of Customers desire to restrict the release of the private information, which can be provided to RITERATE ENERGY orally or electronically. Customer also acknowledges that RITERATE ENERGY may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing or otherwise by Customer.

10. ASSIGNMENT. RITERATE ENERGY, in its sole discretion, may assign, pledge or transfer this Renewal Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required, at least 30 days prior to the assignment of this Renewal Agreement. This Renewal Agreement shall be binding upon and inure to the benefit of RITERATE ENERGY's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by RITERATE ENERGY to Customer are governed by this Renewal Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. RIGHT OF RESCISSION. As a Renewal Agreement, Customer may rescind this Renewal Agreement at any time by contacting RITERATE ENERGY by phone at 1-866-810-6446 or in writing at the address or at email address set out below, without an early cancellation fee. Customer is liable for all RITERATE ENERGY charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's electric distribution company and not RITERATE ENERGY.

14. MISCELLANEOUS. This Renewal Agreement is the entire agreement between Customer and RITERATE ENERGY and supersedes any prior written or oral agreement(s) between RITERATE ENERGY and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Renewal Agreement. This Renewal Agreement shall be governed by the laws of the State of Pennsylvania. If RITERATE ENERGY is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer's EDC/Utility), RITERATE ENERGY shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay RITERATE ENERGY for its actual cost of supply. RITERATE ENERGY will have no liability or responsibility for matters within the control of the EDC/Utility, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Renewal Agreement and the remaining Terms and Conditions shall continue in full force and effect.

15. DISPUTE. In the event of a billing dispute or a disagreement regarding RITERATE ENERGY's supply services hereunder, Customer shall first contact RITERATE ENERGY and RITERATE ENERGY and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with RITERATE ENERGY, Customer may file a complaint with the PUC by contacting the PUC's EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public Utility Commission, 400 North Street, Harrisburg PA 17120.

16. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless RITERATE ENERGY, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of RITERATE ENERGY and their affiliates and related entities (collectively, “**RITERATE ENERGY and its Representatives**”) from any and all losses, damages, injuries, liability or costs that any of RITERATE ENERGY and its Representatives sustains or incurs as a consequence of RITERATE ENERGY acting as Customer’s agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Renewal Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that RITERATE ENERGY relies on this Renewal Agreement as security to obtain a supply of Energy for Customer.

17. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Renewal Agreement, including requesting information or to renew or extend the Term of the Renewal Agreement, Customer may contact RITERATE ENERGY at the following: (i) by phone: 1-866-810-6446, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@riterateenergy.com (iv) through RITERATE ENERGY’s website www.riterateenergy.com, or (v) by mail: RITERATE ENERGY, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.

A handwritten signature in black ink that reads "Nino C. Silvestri". The signature is written in a cursive, flowing style.

Nino Silvestri
Chief Executive Officer
RITERATE ENERGY

TERMS AND CONDITIONS OF ELECTRICITY
SUPPLY CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

RITERATE ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. agrees to sell and deliver Electricity supply (collectively “Energy”) to the customer (the “Customer”) named on the Energy Application (the “Application”) and to provide related services described herein on behalf of Customer. The agreement (the “Agreement”) consists of the Application, the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “Premises”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. AGENCY APPOINTMENT. Customer hereby appoints RITERATE ENERGY to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “EDC”) (the “EDC/Utility”) is entitled to rely upon all actions taken or documents signed by RITERATE ENERGY in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by RITERATE ENERGY on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs RITERATE ENERGY to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Agreement. Customer authorizes and directs Customer’s EDC/Utility to release to RITERATE ENERGY any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation and historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide RITERATE ENERGY with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing RITERATE ENERGY with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to RITERATE ENERGY recording telephone conversations between Customer and RITERATE ENERGY and maintaining such recordings, and RITERATE ENERGY calling the phone number(s) provided within the Agreement. Customer may revoke either consent by clearly informing RITERATE ENERGY in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) RITERATE ENERGY is not a local electricity distribution company, or regulated EDC/Utility and **is not affiliated with Customer’s EDC/Utility;** and (ii) the price under this Agreement is not regulated by the Pennsylvania Public EDC/Utility Commission (“PUC”). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for the same supply service(s) that are the subject of this Agreement, to and for the Premises; (iii) Customer will not modify or revoke RITERATE ENERGY’s agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iv) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Customer’s consumption; (v) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to RITERATE ENERGY; and (vi) all representations made and all information provided to RITERATE ENERGY in this Agreement are true, complete, accurate and correct and that RITERATE ENERGY is relying upon this information to enter into and perform this Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to RITERATE ENERGY for Energy throughout the Term shall be the amount per kilowatt hour (“kWh”) of Electricity multiplied by Customer’s Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the “Price”). In addition, if Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out in the Application. The Price for this contract can be found on the Contract Summary sheet.

If Customer has selected an Electricity Fixed Rate on the Application, Customer’s Price will be based on the Fixed Rate(s) which includes Local and State taxes, Gross Receipts Tax (GRT), PJM Adjustment (defined below) charges and adjustments and EDC/Utility applied charges and/or fees related to generation, plus the Administration Charge, which includes, Electricity Balancing Amount and third party EDC/Utility and billing charges. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

Customer understands and agrees that included in the Administration Charge is the cost of the Energy Balancing Amount (defined below). Customer understands that in order for RITERATE ENERGY to be able to supply Energy to its existing and prospective customers, RITERATE ENERGY enters into supply arrangements to meet the forecasted consumption of its various groups of customers. These forecasts are based on historical data, load shapes and/or estimates. To the extent that actual pooled consumption of RITERATE ENERGY's Energy customers varies from supply arrangements and/or Customer's EDC/Utility delivery requirements, RITERATE ENERGY incurs a cost in balancing and settling its supply arrangements with such pooled consumption. To ensure a fixed all-inclusive Rate, RITERATE ENERGY has included in the Administration charge, the Energy Balancing Amount, to balance and settle the variance between pooled consumption and supply arrangements (the "**Energy Balancing Amount**").

In respect of Electricity, Customer understands that there are certain estimated pass through costs, made up of charges to RITERATE ENERGY by the PJM Interconnection ("PJM") and/or Customer's EDC/Utility, including but not limited to ancillary service charges, the cost of unaccounted for electricity, capacity charges and any replacement or recharacterization of these charges. In this regard, the "**PJM Adjustment**", is included in the Fixed Price Rate. Customer acknowledges and agrees that by entering into this Agreement, Customer will not be eligible to receive any net metering credits and other incentives to which Customer would otherwise be entitled.

Further, included in the Rate are the amounts charged or billed to RITERATE ENERGY or Customer by Customer's EDC/Utility, the PUC or any other regulatory or government entity, including any taxes, delivery, regulated transmission, regulated distribution, pipeline, compressor fuel, uplift, congestion, locational marginal pricing, invoice market participant, service, billing, or similar or related charges and any, deposits, interest or late payment fees or other amounts in connection with the supply and delivery of Energy to the Premises (collectively, "**Regulatory Charges**"). Customer agrees to pay the monthly Administration charge for Energy supply (the "**Administration**" charge). For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide RITERATE ENERGY with distributor-consolidated billing, for whatever reason, RITERATE ENERGY may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to RITERATE ENERGY and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by RITERATE ENERGY to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term; RITERATE ENERGY expects the Start Date to occur on a date set by the electric EDC/Utility. Customer understands that there might be a delay in the start of supply for reasons beyond RITERATE ENERGY's control, including a delay by the EDC/Utility in providing RITERATE ENERGY with requested information or in processing this Agreement. Please refer to the Contract Summary document for the length of your term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER RITERATE 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICIES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move, Customer will notify RITERATE ENERGY in writing prior to such move. Customer will also provide RITERATE ENERGY with notice in writing of any other change(s) of account information (including account number, contact information, etc.).

8. PENALTIES, FEES AND EXCEPTIONS. Customer agrees that RITERATE ENERGY may cancel this Agreement before the end of the Term for the Premises, without penalty or liability to RITERATE ENERGY and without prejudice to enforcement of any legal right or remedy available to RITERATE ENERGY if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to RITERATE ENERGY; (b) Customer attempts to cancel this Agreement after the 10 day rescission period; (c) Customer appoints another person or

company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term of this Agreement; or (e) RITERATE ENERGY is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects RITERATE ENERGY's Electricity retailing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Customer cancels or terminates this agreement prior to the expiration date, Customer will not be liable for any early cancellation or termination charges.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to RITERATE ENERGY collecting, recording, maintaining, using and disclosing Customer's personal information, including Customer's phone number and historical billing data ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from RITERATE ENERGY and its affiliates. Customer consents to RITERATE ENERGY entering into arrangements related to the supply of Energy to Customer hereto that require disclosure of Customer's Information. Customer hereby consents to RITERATE ENERGY disclosing Customer's Information to Customers EDC/Utility, RITERATE ENERGY's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to RITERATE ENERGY at any time to stop using Customer's Customer Information by contacting RITERATE ENERGY by phone or in writing. Customer also acknowledges that RITERATE ENERGY may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

10. ASSIGNMENT. RITERATE ENERGY, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required (30 days). This Agreement shall be binding upon and enure to the benefit of RITERATE ENERGY's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by RITERATE ENERGY to Customer are governed by the Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. CANCELLATION BY RITERATE ENERGY. Customer may rescind this Agreement by midnight of the 10th night after receipt of this Agreement, by contacting RITERATE ENERGY by phone at 1-866-810-6446. The customer may also send in a cancellation request by writing to the customerservice@riterateenergy.com. Customer is liable for all RITERATE ENERGY charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's EDC/Utility and not RITERATE ENERGY.

14. ELECTRICITY CHANGE IN TERMS. In the event that RITERATE ENERGY for unforeseen economic circumstances is not able to provide Electricity supply to Customer under the terms of the Agreement, RITERATE ENERGY will send Customer two (2) advance notices ("**Economic Notice**"), the first notice will be sent to Customer between 45-60 days prior to the effective date of the changes, and the second notice, no later than 30 days prior to the effective date of the changes. RITERATE ENERGY will explain Customer's options in these two (2) advance notices. Customer must positively affirm with RITERATE ENERGY in writing or recorded telephone conversation, Customer's acceptance of the changes. If customer does not positively affirm with RITERATE ENERGY the proposed changes in the Economic Notice, the proposed changes will be deemed rejected by Customer. If rejected, Customer is free to pursue other opportunities in the market without Penalties or Fees. If customer does not choose another Electricity supplier, Customer will be returned to default service with the EDC/Utility.

15. MISCELLANEOUS. This Agreement is the entire agreement between Customer and RITERATE ENERGY and supersedes any prior written or oral agreement(s) between RITERATE ENERGY and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the State of Pennsylvania. If RITERATE ENERGY is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer's EDC/Utility), RITERATE ENERGY shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay RITERATE ENERGY for its actual cost of supply. This Agreement, when completed by Customer, is subject to: approval and acceptance by RITERATE ENERGY, in its discretion, Customer's EDC/Utility's acceptance of Customer's enrolment as a RITERATE ENERGY customer, and, as applicable, Customers reaffirmation of the Agreement. RITERATE ENERGY will have no liability or responsibility for matters within the control of the EDC/Utility, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

16. DISPUTE. In the event of a billing dispute or a disagreement regarding RITERATE ENERGY's supply services hereunder, Customer shall first contact RITERATE ENERGY and RITERATE ENERGY and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with RITERATE ENERGY, Customer may file a complaint with the PUC by contacting the PUC's EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public EDC/Utility Commission, 400 North Street Box 3265, Harrisburg, Pennsylvania 17120 or by email at www.puc.pa.gov.

17. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless RITERATE ENERGY, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of RITERATE ENERGY and their affiliates and related entities (collectively, "**RITERATE ENERGY and its Representatives**") from any and all losses, damages, injuries, liability or costs that any of RITERATE ENERGY and its Representatives sustains or incurs as a consequence of RITERATE ENERGY acting as Customer's agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that RITERATE ENERGY relies on this Agreement as security to obtain a supply of Energy for Customer.

18. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Agreement, including requesting information or to renew or extend the Term of the Agreement, Customer may contact RITERATE ENERGY at the following: (i) by phone: 1-866-810-6446, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@riterateenergy.com (iv) through RITERATE ENERGY's website www.riterateenergy.com, or (v) by mail: RITERATE ENERGY, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.

A handwritten signature in black ink, appearing to read "Nino C. Silvestri".

Nino Silvestri
Chief Executive Officer
RITERATE ENERGY

TERMS AND CONDITIONS OF ELECTRICITY SUPPLY CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

VALUE PLUS ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. agrees to sell and deliver Electricity supply (collectively “Energy”) to the customer (the “Customer”) named on the Energy Application (the “Application”) and to provide related services described herein on behalf of Customer. The agreement (the “Agreement”) consists of the Application, the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “Premises”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. AGENCY APPOINTMENT. Customer hereby appoints VALUE PLUS ENERGY to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “EDC”) (the “EDC/Utility”) is entitled to rely upon all actions taken or documents signed by VALUE PLUS ENERGY in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by VALUE PLUS ENERGY on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs VALUE PLUS ENERGY to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Agreement. Customer authorizes and directs Customer’s EDC/Utility to release to VALUE PLUS ENERGY any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation and historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide VALUE PLUS ENERGY with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing VALUE PLUS ENERGY with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to VALUE PLUS ENERGY recording telephone conversations between Customer and VALUE PLUS ENERGY and maintaining such recordings, and VALUE PLUS ENERGY calling the phone number(s) provided within the Agreement. Customer may revoke either consent by clearly informing VALUE PLUS ENERGY in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) VALUE PLUS ENERGY is not a local electricity distribution company, or regulated EDC/Utility and **is not affiliated with Customer’s EDC/Utility**; and (ii) the price under this Agreement is not regulated by the Pennsylvania Public EDC/Utility Commission (“PUC”). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for the same supply service(s) that are the subject of this Agreement, to and for the Premises; (iii) Customer will not modify or revoke VALUE PLUS ENERGY’s agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iv) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Customer’s consumption; (v) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to VALUE PLUS ENERGY; and (vi) all representations made and all information provided to VALUE PLUS ENERGY in this Agreement are true, complete, accurate and correct and that VALUE PLUS ENERGY is relying upon this information to enter into and perform this Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to VALUE PLUS ENERGY for Energy throughout the Term shall be the amount per kilowatt hour (“kWh”) of Electricity multiplied by Customer’s Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the “Price”). In addition, if Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out in the Application. The Price for this contract can be found on the Contract Summary sheet.

If Customer has selected an Electricity Fixed Rate on the Application, Customer’s Price will be based on the Fixed Rate(s) which includes Local and State taxes, Gross Receipts Tax (GRT), PJM Adjustment (defined below) charges and adjustments and EDC/Utility applied charges and/or fees related to generation, plus the Administration Charge, which includes, Electricity Balancing Amount and third party EDC/Utility and billing charges. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

Customer understands and agrees that included in the Administration Charge is the cost of the Energy Balancing Amount (defined below). Customer understands that in order for VALUE PLUS ENERGY to be able to supply Energy to its existing and prospective customers, VALUE PLUS ENERGY enters into supply arrangements to meet the forecasted consumption of its various groups of customers. These forecasts are based on historical data, load shapes and/or estimates. To the extent that actual pooled consumption of VALUE PLUS ENERGY's Energy customers varies from supply arrangements and/or Customer's EDC/Utility delivery requirements, VALUE PLUS ENERGY incurs a cost in balancing and settling its supply arrangements with such pooled consumption. To ensure a fixed all-inclusive Rate, VALUE PLUS ENERGY has included in the Administration charge, the Energy Balancing Amount, to balance and settle the variance between pooled consumption and supply arrangements (the "**Energy Balancing Amount**").

In respect of Electricity, Customer understands that there are certain estimated pass through costs, made up of charges to VALUE PLUS ENERGY by the PJM Interconnection ("PJM") and/or Customer's EDC/Utility, including but not limited to ancillary service charges, the cost of unaccounted for electricity, capacity charges and any replacement or recharacterization of these charges. In this regard, the "**PJM Adjustment**", is included in the Fixed Price Rate. Customer acknowledges and agrees that by entering into this Agreement, Customer will not be eligible to receive any net metering credits and other incentives to which Customer would otherwise be entitled.

Further, included in the Rate are the amounts charged or billed to VALUE PLUS ENERGY or Customer by Customer's EDC/Utility, the PUC or any other regulatory or government entity, including any taxes, delivery, regulated transmission, regulated distribution, pipeline, compressor fuel, uplift, congestion, locational marginal pricing, invoice market participant, service, billing, or similar or related charges and any, deposits, interest or late payment fees or other amounts in connection with the supply and delivery of Energy to the Premises (collectively, "**Regulatory Charges**"). Customer agrees to pay the monthly Administration charge for Energy supply (the "**Administration**" charge). For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide VALUE PLUS ENERGY with distributor-consolidated billing, for whatever reason, VALUE PLUS ENERGY may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to VALUE PLUS ENERGY and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by VALUE PLUS ENERGY to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term; VALUE PLUS ENERGY expects the Start Date to occur on a date set by the electric EDC/Utility. Customer understands that there might be a delay in the start of supply for reasons beyond VALUE PLUS ENERGY's control, including a delay by the EDC/Utility in providing VALUE PLUS ENERGY with requested information or in processing this Agreement. Please refer to the Contract Summary document for the length of your term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER VALUE PLUS 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move, Customer will notify VALUE PLUS ENERGY in writing prior to such move. Customer will also provide VALUE PLUS ENERGY with notice in writing of any other change(s) of account information (including account number, contact information, etc.).

8. PENALTIES, FEES AND EXCEPTIONS. Customer agrees that VALUE PLUS ENERGY may cancel this Agreement before the end of the Term for the Premises, without penalty or liability to VALUE PLUS ENERGY and without prejudice to enforcement of any legal right or remedy available to VALUE PLUS ENERGY if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to VALUE PLUS ENERGY; (b) Customer attempts to cancel this Agreement after the 10 day rescission period; (c) Customer appoints another person or

company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term of this Agreement; or (e) VALUE PLUS ENERGY is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects VALUE PLUS ENERGY's Electricity retailing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Customer cancels or terminates this agreement prior to the expiration date, Customer will not be liable for any early cancellation or termination charges.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to VALUE PLUS ENERGY collecting, recording, maintaining, using and disclosing Customer's personal information, including Customer's phone number and historical billing data ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from VALUE PLUS ENERGY and its affiliates. Customer consents to VALUE PLUS ENERGY entering into arrangements related to the supply of Energy to Customer hereto that require disclosure of Customer's Information. Customer hereby consents to VALUE PLUS ENERGY disclosing Customer's Information to Customers EDC/Utility, VALUE PLUS ENERGY's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to VALUE PLUS ENERGY at any time to stop using Customer's Customer Information by contacting VALUE PLUS ENERGY by phone or in writing. Customer also acknowledges that VALUE PLUS ENERGY may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

10. ASSIGNMENT. VALUE PLUS ENERGY, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required (30 days). This Agreement shall be binding upon and enure to the benefit of VALUE PLUS ENERGY's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by VALUE PLUS ENERGY to Customer are governed by the Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. CANCELLATION BY VALUE PLUS ENERGY. Customer may rescind this Agreement by midnight of the 10th night after receipt of this Agreement, by contacting VALUE PLUS ENERGY by phone at 1-844-333-6667. The customer may also send in a cancellation request by writing to the customerservice@valueplusenergy.com. Customer is liable for all VALUE PLUS ENERGY charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's EDC/Utility and not VALUE PLUS ENERGY.

14. ELECTRICITY CHANGE IN TERMS. In the event that VALUE PLUS ENERGY for unforeseen economic circumstances is not able to provide Electricity supply to Customer under the terms of the Agreement, VALUE PLUS ENERGY will send Customer two (2) advance notices ("**Economic Notice**"), the first notice will be sent to Customer between 45-60 days prior to the effective date of the changes, and the second notice, no later than 30 days prior to the effective date of the changes. VALUE PLUS ENERGY will explain Customer's options in these two (2) advance notices. Customer must positively affirm with VALUE PLUS ENERGY in writing or recorded telephone conversation, Customer's acceptance of the changes. If customer does not positively affirm with VALUE PLUS ENERGY the proposed changes in the Economic Notice, the proposed changes will be deemed rejected by Customer. If rejected, Customer is free to pursue other opportunities in the market without Penalties or Fees. If customer does not choose another Electricity supplier, Customer will be returned to default service with the EDC/Utility.

15. MISCELLANEOUS. This Agreement is the entire agreement between Customer and VALUE PLUS ENERGY and supersedes any prior written or oral agreement(s) between VALUE PLUS ENERGY and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the State of Pennsylvania. If VALUE PLUS ENERGY is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer's EDC/Utility), VALUE PLUS ENERGY shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay VALUE PLUS ENERGY for its actual cost of supply. This Agreement, when completed by Customer, is subject to: approval and acceptance by VALUE PLUS ENERGY, in its discretion, Customer's EDC/Utility's acceptance of Customer's enrolment as a VALUE PLUS ENERGY customer, and, as applicable, Customers reaffirmation of the Agreement. VALUE PLUS ENERGY will have no liability or responsibility for matters within the control of the EDC/Utility, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

16. DISPUTE. In the event of a billing dispute or a disagreement regarding VALUE PLUS ENERGY's supply services hereunder, Customer shall first contact VALUE PLUS ENERGY and VALUE PLUS ENERGY and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with VALUE PLUS ENERGY, Customer may file a complaint with the PUC by contacting the PUC's EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public EDC/Utility Commission, 400 North Street Box 3265, Harrisburg, Pennsylvania 17120 or by email at www.puc.pa.gov.

17. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless VALUE PLUS ENERGY, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of VALUE PLUS ENERGY and their affiliates and related entities (collectively, "**VALUE PLUS ENERGY and its Representatives**") from any and all losses, damages, injuries, liability or costs that any of VALUE PLUS ENERGY and its Representatives sustains or incurs as a consequence of VALUE PLUS ENERGY acting as Customer's agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that VALUE PLUS ENERGY relies on this Agreement as security to obtain a supply of Energy for Customer.

18. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Agreement, including requesting information or to renew or extend the Term of the Agreement, Customer may contact VALUE PLUS ENERGY at the following: (i) by phone: 1-844-333-6667, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@valueplusenergy.com (iv) through VALUE PLUS ENERGY's website www.valueplusenergy.com, or (v) by mail: VALUE PLUS ENERGY, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.

A handwritten signature in black ink, appearing to read "Nino C. Silvestri".

Nino Silvestri
Chief Executive Officer
VALUE PLUS ENERGY

EXHIBIT B



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: BK-23-02943175-0031 DATE: 26 September 2023

NO. ON LIST: 3

TITLE OF PROCEEDING: **IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.**

BEFORE JUSTICE: **KIMMEL**

PARTICIPANT INFORMATION

For Applicant:

Name of Person Appearing	Name of Party	Contact Info
Massimo Starnino	Counsel for the Applicant, All Communications Network of Canada, Co. (creditor)	max.starnino@paliareroland.com
Evan Snyder		evan.snyder@paliareroland.com

For Respondent:

Name of Person Appearing	Name of Party	Contact Info

For Other:

Name of Person Appearing	Name of Party	Contact Info
George Benchetrit	Counsel for the Proposal Trustee, Richter Inc.	george@chaitons.com
Danny Nunes	Counsel for the Interim Receiver, KSV Advisory Inc.	danny.nunes@dlapiper.com
Robert Danter	Counsel for the Bank of Nova Scotia	rdanter@harrisonpensa.com

ENDORSEMENT OF JUSTICE KIMMEL:

1. All Communications Network of Canada, Co. ("ACN") seeks an order terminating these proposal proceedings by Planet Energy (Ontario) Corp. ("PEONT"), substituting KSV Restructuring Inc. ("KSV"), which is currently the Interim Receiver of PEONT (the "Interim Receiver"), as licensed insolvency trustee in these proceedings (the "Trustee") (i.e., trustee in bankruptcy) of PEONT, and granting corollary relief.
2. ACN is PEONT's largest creditor and is owed in excess of \$28 million (the "ACN Debt") pursuant to an arbitral award dated February 3, 2021. The award has been affirmed by an order of this court dated April 27, 2022, which was affirmed an order of the Court of Appeal for Ontario dated May 5, 2023 (the "Court of Appeal Decision").
3. PEONT commenced these proceedings shortly after the release of the Court of Appeal Decision, by filing a Notice of Intention to Make a Proposal ("NOI"), appointing Richter Inc. ("Richter") as the proposal trustee in the NOI proceedings (the "Proposal Trustee").
4. PEONT's management did not have ACN's support, and on June 8, 2023, KSV was appointed as Interim Receiver, without security, of all the property, assets and undertakings of PEONT, and has been administering the affairs of PEONT since that time. After the appointment of the Interim Receiver, management and the board of PEONT were supplanted and the Interim Receiver has been in control of the business of PEONT. PEONT is a reseller of natural gas and electricity in Ontario.
5. Efforts to sell PEONT's assets and undertaking were unsuccessful, and the amount available for distribution to creditors is expected to be less than \$10 million, considerably less than the ACN Debt.
6. On August 17, 2023, this Court extended the time for PEONT to file a proposal in in these proceedings to and including October 2, 2023, in order to facilitate an orderly wind-down of the business by the Interim Receiver and to determine if a distribution proposal or a bankruptcy was most advantageous for stakeholders.
7. ACN has had several discussions with the Interim Receiver having regard to the circumstances described above. Having regard to those discussions, ACN does not perceive any advantage to, and is not supportive of, a distribution proposal. ACN believes it represents in excess of 95% of PEONT's debt and would therefore have a veto over any proposal that might be made.
8. In order to avoid the automatic appointment of the Proposal Trustee upon the expiry of the time for PEONT to file a proposal on October 2, 2023 (under s. 50.4(8)(c) of the BIA)), ACN seeks:
 - a. an order pursuant to s. 50.4(11)(c) of the BIA for a declaration for the early termination of the period for the making of a proposal (on the grounds that it is unlikely that any proposal could be made that ACN will accept); and
 - b. an order pursuant to s. 57.1 of the BIA appointing KSV as the trustee in lieu of the Proposal Trustee (Richter) that would otherwise automatically be appointed trustee upon the expiry of the time for making the proposal.
9. The motion is unopposed. All known creditors and stakeholders in these proposal proceedings received notice of it, albeit some not until yesterday. Counsel for the only other creditor, Bank of Nova Scotia ("BNS") appeared on the motion but advised that he had no instructions to oppose it. Counsel for ACN noted that BNS issued a letter of credit that is fully cash collateralized so would not be expected to have a position on this motion.
10. ACN submits that it is in the interest of stakeholders that KSV assume the role of Trustee of PEONT because, since the appointment of the Interim Receiver, KSV and its counsel have attended to all operational matters, including, most recently, the transition of customers in consultation with representatives of the Ontario Energy Board, and the Pennsylvania Proceedings. As Trustee, KSV will be able to maintain and continue those processes to facilitate the transition to bankruptcy as seamlessly as possible, and the making of distributions to creditors as expeditiously as possible.

11. The court agrees that in these circumstances the requested orders under s. 50.4(11)(c) and 57.1 of the BIA are appropriate and they should be granted. It will be more efficient for KSV to continue in the role of Trustee given the work that it has been doing as Interim Receiver since appointed in June, 2023. It is expected that the work of the Trustee going forward will be focused on winding down the business and affairs of PEONT given that the attempts to sell its business were not fruitful.
12. Since a deficit is projected, cost savings is important and there have already been significant professional fees incurred and owing to KSV to date (discussed below) so there is an investment in KSV continuing. This approach also avoids interim administrative steps associated with letting the proposal proceedings run their natural course, and avoids the duplication of professionals and their fees.
13. The ancillary orders are consistent with the commercial list practice:
 - a. To provide for releases of the Proposal Trustee and Interim Receiver (excluding gross negligence or willful misconduct); and
 - b. Approval their fees and disbursements to the conclusion of their work in those capacities.
14. With respect to the fees, those were reviewed in detail by counsel during the hearing and they are supported by fee affidavits (one of which was corrected during the hearing to clarify that the Proposal Trustee's fees and disbursements did not include the fees and disbursements of its counsel for which separate approval is sought). Although the amounts are high, ACN does not object to any of the fees and disbursements for which approval is sought and the professionals and their counsel consider them to be reasonable in the circumstances, having regard to the work that has been done to date and the particular circumstances of this case. Estimates have also been provided for the caps indicated for the additional (as of yet unbilled) fees for the Interim Receiver and Proposal Trustee and their counsel to complete their work, since their accounts for which approval was sought were not current to the date of this motion. For these reasons, I am prepared to approve them as requested.
15. Order to go in the amended form provided by counsel after the hearing and signed by me today.

A handwritten signature in black ink that reads "Kimmel J." The signature is written in a cursive, slightly slanted style.

KIMMEL J.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.**

**ORDER
(Substitution of Trustee and Related Relief)**

THIS MOTION, made by All Communications Network of Canada, Co. (“**ACN**”), for, among other things, an order pursuant to sections 50.4(11) and 57.1 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “**BIA**”), terminating the period of time available to the debtor to file a proposal herein (the “**Proposal Period**”), and appointing KSV Restructuring Inc. (“**KSV**”) in lieu of Richter Inc. (“**Richter**”) the proposal trustee appointed under the notice of intention to make a proposal that was filed herein

ON READING the Motion Record of ACN dated September 21, 2023, filed, including the Affidavit of Tom Ulry sworn September 21, 2023, the fee affidavits of David Sieradzki and Edmond Lamek sworn September 20, 2023, and the fee affidavits of Karen Kimel and Danish Afroz sworn September 21, 2023, and on hearing the submissions of counsel to ACN, KSV in its capacity as Interim Receiver (the “**Interim Receiver**”), Richter in its capacity as proposal trustee, and Bank of Nova Scotia, no one else appearing,

1. THIS COURT ORDERS that the time for bringing this motion is hereby abridged, the method of service is hereby validated, and further service of the Notice of Motion and Motion Record is hereby dispensed with such that the motion is properly returnable today.

2. THIS COURT ORDERS AND DECLARES that, pursuant to subsection 50.4(11) of the BIA, the Proposal Period is hereby terminated.

3. THIS COURT ORDERS, pursuant to section 57.1 of the BIA, KSV is hereby appointed as licensed insolvency trustee in the Debtor's bankruptcy proceedings.

4. THIS COURT ORDERS that the fees, disbursements and taxes of KSV as Interim Receiver, and its counsel, DLA Piper (Canada) LLP ("**DLA**"), for the period ending August 31, 2023, are hereby approved in the respective amounts of \$320,021.66 and \$102,017.79, and further approves an aggregate amount not to exceed \$60,000 in respect of the fees, disbursements and taxes of KSV as Interim Receiver and DLA accrued for the period of September 1, 2023 and ending September 26, 2023.

5. THIS COURT ORDERS that KSV is hereby discharged as Interim Receiver, provided however that notwithstanding its discharge herein, KSV shall: (i) remain Interim Receiver for the performance of such incidental duties as may be required to complete the administration of the interim receivership herein; and (ii) continue to have the benefit of all the rights and protections afforded to it under the BIA, its appointment order or as an officer of this Court.

6. THIS COURT ORDERS AND DECLARES that KSV and its officers, directors, employees, agents and professional advisors is hereby released and discharged from any and all liability that they now have or may hereafter have by reason of, or in any way arising out of, their acts or omissions in respect of KSV's appointment as Interim Receiver, save and except for any gross negligence or wilful misconduct.

7. THIS COURT ORDERS that Richter is hereby discharged as the proposal trustee, provided however that notwithstanding its discharge herein, Richter shall continue to have the benefit of all the rights and protections afforded to the proposal trustee under the BIA or as an officer of this Court.

8. THIS COURT ORDERS that the fees, disbursements and taxes of Richter as proposal trustee, including the fees, disbursements and taxes of its counsel, Chaitons LLP, up to and including the time of discharge, are hereby approved in the respective

amounts of \$127,240.54 and \$33,180.20, and further approves an aggregate amount not to exceed \$10,000 plus HST in respect of the fees, disbursements and taxes of Richter as proposal trustee and Chaitons to the conclusion of their respective mandates.

9. THIS COURT ORDERS AND DECLARES that Richter and its officers, directors, employees, agents and professional advisors are hereby released and discharged from any and all liability that they now has or may hereafter have by reason of, or in any way arising out of, its acts or omissions in respect of Richter's appointment as the proposal trustee, save and except for any gross negligence or wilful misconduct.



Digitally signed by Jessica
Kimmel
Date: 2023.09.26 15:41:04 -04'00'

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.
AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (B.C.) CORP.**

Court File No. 31-2943175
Estate No. 31-2943175

<p>ONTARIO SUPERIOR COURT OF JUSTICE</p> <p>PROCEEDING COMMENCED AT TORONTO</p>	
<p>ORDER</p> <p>(Substitution of Trustee and Related Relief)</p>	
<p>Paliare Roland Rosenberg Rothstein LLP 155 Wellington Street West 35th Floor Toronto ON M5V 3H1 Tel: 416.646.4300</p>	
<p>Kris Borg-Olivier (LSO# 53041R) Tel: 416.646.7490 Email: Kris.Borg-Olivier@paliareroland.com</p>	
<p>Massimo Starnino (LSO#41048G) Tel: 416.6467431 Email: Max.Starnino@paliareroland.com</p>	
<p>Evan Snyder (LSO# 82007E) Tel: 416.646.6320 Email: evan.snyder@paliareroland.com</p>	
<p>Lawyers for the Applicant/Respondent All Communications Network of Canada, Co.</p>	

EXHIBIT C



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: BK-23-02943168-0031/BK-23-02943175-0031 DATE: 14 June 2023

3

NO. ON LIST: _____

TITLE OF PROCEEDING: **PLANET ENERGY (B.C.) CORP. v. ALL COMMUNICATIONS
NETWORK OF CANADA CO. ET AL.**

BEFORE JUSTICE: **MADAM JUSTICE STEELE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Daniel Murdoch	Planet Energy	dmurdoch@stikeman.com
Gavin Inkster	"	ginkster@stikeman.com
Lee Nicholson	"	leenicholson@stikeman.com
Zev Smith	"	zsmith@stikeman.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Patrick Corney	Ontario Energy Board	pcorney@millierthomson.com
Max Starnino	ACN	Max.starnino@paliareroland.com
Kris Borg-Olivier	ACN	Kris.borg-Olivier@paliareroland.com
Evan Snyder	ACN	Evan.Snyder@paliareroland.com
George Benchetrit	For Proposed Trustee	george@chaitons.com
Jonathan Joffe	For Proposed Trustee	jjoffe@richter.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Bobby Kofman	Propose Receiver	bkofman@ksvadvisory.com

ENDORSEMENT OF MADAM JUSTICE STEELE:

1. Motions heard via Zoom on June 5, 2023.
2. Planet Energy (Ontario) Corp. (“Planet Energy Ontario”) and Planet Energy (B.C.) Corp. (“Planet Energy BC,” and together, “Planet Energy”) seek:
 - i. Administrative consolidation of their proceedings;
 - ii. An extension to July 26, 2023 of the time to make a proposal; and
 - iii. Approval of the proposed sale process for Planet Energy’s business and/or assets.
3. The Proposal Trustee supports the relief sought by Planet Energy.
4. All Communications Network of Canada, Co. (“AC”) seeks an order appointing KSV Restructuring Inc. (“KSV” or “Receiver”) as interim receiver and receiver and manager of all of Planet Energy’s assets. In the alternative, AC seeks the termination of these proceedings. AC has indicated that if a Receiver is appointed, AC is prepared to agree to a brief extension of time to allow the Receiver to assess options for stabilizing the business.
5. For the reasons set out below, I have determined that an interim receiver shall be appointed under section 47.1 of the *Bankruptcy and Insolvency Act* (the “BIA”). In addition, a brief extension of time (21 days) shall be granted to allow the Receiver time to assess options for stabilizing the business.

Background

6. AC is a direct selling company organized under the laws of Nova Scotia. AC contracts with independent business owners, who are typically entrepreneurs or small business owners by referring customers for the telecommunications, energy, and other residential and commercial services provided by AC or by third parties with whom AC contracts. Planet Energy had contracted with AC to market and sell fixed-price energy products to potential customers.
7. Planet Energy is a natural gas and electricity retailer with residential and commercial customers. Only Planet Energy Ontario remains active and continues to operate.
8. Planet Energy is indebted to AC for the net amount of \$29,259,787, plus interest, pursuant to an arbitral award, dated February 3, 2021, that has been affirmed by this Court and by the Ontario Court of Appeal (the “Judgment”). The Court of Appeal’s judgment dismissing Planet Energy’s appeal was released on May 8, 2023.
9. On May 11, 2023, AC’s counsel wrote to the Court asking to schedule a motion to appoint a receiver for the purpose of enforcing its judgment. A copy of AC’s motion record was sent to Planet Energy’s lawyers by email at the end of the day on May 11, 2023.

10. On May 11, 2023, Planet Energy filed Notices of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”) appointing Richter Inc. (“Richter”) as proposal trustee (the “Proposal Trustee”).
11. AC’s Judgment debt represents between 94% and 99% of Planet Energy’s aggregate unsecured debt as shown on its creditor listing. Planet Energy now owes AC approx. \$35 million.
12. As at the filing date, Planet Energy had secured/unsecured obligations totally approx. \$42.7 million (excluding employee termination and severance payments and potential landlord claims). Planet Energy has two secured creditors: Shell Energy North America (US) L.P. (“Shell”) in the total amount of approx. \$607,500; and Bank of Nova Scotia in the total amount of approx. \$2.4 million (and a duplicative amount to Export Development Canada).
13. Planet Energy employs 17 employees. It has current cash of approx. \$9 million and accounts receivable of approx. \$1.3 million. Planet Energy’s other main asset is its electricity and natural gas customer contracts (approx. 19,000 residential customer equivalent contracts).
14. Until recently Planet energy purchased long-term natural gas supply contracts and electricity swap agreements from Shell to hedge against commodity price fluctuations and ensure a fixed gross margin on its customer contracts.
15. In March 2023, Shell advised Planet Energy that it was not prepared to extend further credit to Planet Energy pursuant to their electricity swap transactions under the Amended and Restated Global Agreement, dated October 1, 2017 (the “Global Agreement”). On March 22, 2023, Shell delivered a Default Notice to Planet Energy under the terms of the Global Agreement, terminating electricity swap agreements and demanding payment of US\$2,157,748, representing amounts owing pursuant to the Global Agreement with respect to the electricity related swaps. Accordingly, Planet Energy is now operating without a hedge in respect of its retail electricity business. Planet Energy’s natural gas contracts with Shell remain in place. However, Shell has indicated that it will not renew upon expiry in October 2023.

Analysis

16. Given the extensive history of litigation between the parties, and the unequivocal position of AC, the largest creditor, that AC will not support any proposal put forward by the current management of Planet Energy, I first consider whether it is appropriate to appoint a receiver under s. 47.1 of the BIA.
17. Section 47.1 of the BIA contemplates the appointment of a receiver in the context of proposal proceedings. It provides:

47.1(1) If a notice of intention has been filed under section 50.4 or a proposal has been filed under subsection 62(1), the court may at any time after the filing, subject to subsection (3), appoint as interim receiver of all or any part of the debtor’s property,

- (a) the trustee under the notice of intention or proposal;
- (b) another trustee; or
- (c) the trustee under the notice of intention or proposal and another trustee jointly.

[...]

(3) An appointment of an interim receiver may be made under subsection (1) only if it is shown to the court to be necessary for the protection of

(a) the debtor's estate; or

(b) the interests of one or more creditors, or of the creditors generally.

18. AC referred to *Maxium Financial Services v. Corporate Cars Limited Partnership*, 2006 CanLII 40988 (ON SC). In that case, the senior secured creditor of the debtor, brought a motion to appoint a receiver under s. 47.1 following the respondent's filing of two proposals. The creditor had lost confidence in the debtor as a result of its failure to hold certain funds received in trust and questionable accounting, among other things. In granting the creditor's motion, the Court held:

I accept that there must be more than a suspicion or speculation concerning the assets of a company before an interim receiver is warranted. Where, as here, the major secured creditors who have the most at risk have with legitimate reason lost confidence, I do not think that there has to be an actual immediate risk to assets.

19. The Court in *Maxium* appointed the receiver. The Court, at para. 17, rejected the debtor's objections that the appointment of an interim receiver would add to the expense of the proposal proceedings and that sufficient monitoring was available to the creditor through the proposal proceedings. The Court also rejected the debtor's argument that there must be an immediate risk to assets, at para. 15, and stated:

I accept that there must be more than a suspicion or speculation concerning the assets of a company before an interim receiver is warranted. Where, as here, the major secured creditors who have the most at risk with legitimate reasons, lost confidence, I do not think that there has to an actual immediate risk to assets.

20. AC argues that the appointment of the Receiver is appropriate in this case as Planet Energy is now operating unhedged, putting its cash at risk and exposing creditors to risk. Planet Energy has not previously operated unhedged. Planet Energy's lawyer wrote in a letter to AC's lawyer, on May 3, 2023:

Planet Energy is now operating without a hedge in respect of its electricity retail business. This is a significant change to Planet Energy's business and exposes Planet Energy to market and commodity price risk. While Planet Energy has experienced short-term increases to its cash flow due to favourable short-term electricity prices, any negative changes to the price of electricity could severely impact Planet Energy's business, cash position and value.

21. AC states that it has no confidence in Planet Energy's management given the extensive history of "scorched earth" litigation between the parties. Further, no other creditor has objected to the proposed appointment of a Receiver.

22. Planet Energy argues that the issues AC had with regard to Planet Energy's management were five years ago and states that there was no finding of fraud in the arbitral award. However, the arbitral

award was subject to ongoing court proceedings in this Court and the Court of Appeal until very recently. Further, although there were no specific findings of “fraud” in the arbitral award, the arbitrator made certain statements upon which AC bases its concerns, including:

- In particular, the Arbitrator finds that Planet failed to provide ACN accurate and complete reports in connection with the SAA and that Planet materially underpaid commissions owed to ACN in the amounts determined by Stout as set forth in the chart at Paragraph 369 above: (para. 416 of Arbitral Award).
- Such suspicion is particularly warranted here given the evidence that Planet already *surreptitiously manipulated* database information to deprive ACN of commission payments (in material breach of Section 3(e)) and Planet’s obvious self-interest in having the Arbitrator find that there were no material inaccuracies in its reports and calculations: (para. 423 of Arbitral Award).
- Paragraphs 260-263 of the Arbitral Award.

23. Planet Energy argues that the appointment of a Receiver would be duplicative and add cost to the proposal proceedings already in place. As noted above, that argument was rejected in the *Maxium* case.
24. Planet Energy further argues that AC does not intend to address the hedging issue immediately, but instead intends to obtain Planet Energy’s contracts without a sales process. AC has had discussions with Shell regarding a hedge being put in place once AC acquired the assets or business.
25. I am satisfied that the appointment of a Receiver is necessary and appropriate in the circumstances. AC has lost all confidence in Planet Energy and will not work with entrenched management. Similar to *Maxium*, AC, although not a secured creditor, is by far the largest creditor with the most at stake. AC, with legitimate reason due to the history between the parties, including the findings of the arbitrator referenced above, does not have confidence in Planet Energy’s entrenched management. Relying on *Maxium* in these circumstances, there does not have to be an actual immediate risk to assets. Nonetheless, there are also genuine concerns regarding the fact that Planet Energy is currently unhedged with respect to its electricity contracts (having never operated in such a way in the past), exposing its business and creditors to market risk.
26. In addition, AC has made it clear that if the stay is extended with current management in place at Planet Energy, without a Receiver, they will return with a motion under s. 50.4(11) of the BIA.
27. The limits on the Court’s discretion to grant an extension of time and, the basis to terminate the period for making a proposal are set out ss. 50.4(9) and (11) of the BIA. In this motion, Planet Energy sought to extend the time under s. 50.4(9) of the BIA. That section requires that (i) the insolvent person has acted in good faith and with due diligence; (ii) the insolvent person would likely be able to make a viable proposal if the extension being applied for were granted; and (iii) no creditor would be materially prejudiced if the extension being applied for were granted.
28. AC made it clear that if Planet Energy was successful in obtaining an extension of the stay under s. 50.4(9) of the BIA, it would return with a motion under s. 50.4(11) of the BIA relying on paragraph (c):

(11) The court may, on application by the trustee, the interim receiver, if any, appointed under section 47.1, or a creditor, declare terminated, before its actual expiration, the thirty day period mentioned in subsection (8) or any extension thereof granted under subsection (9) if the court is satisfied that

- (c) The insolvent person will not likely be able to make a proposal, before the expiration of the period in question, that will be accepted by the creditors, or
- (d) The creditors as a whole would be materially prejudiced were the application under this subsection rejected,

and where the court declares the period in question terminated, paragraphs (8)(a) to (c) thereupon apply as if that period had expired. [emphasis added]

29. Unlike s. 50.4(9), which requires the insolvent person to satisfy each of the requirements in order for the stay extension to be granted, s. 50.4(11) only requires the creditor to satisfy one of the requirements.
30. AC states that Planet Energy will not be able to make a proposal that will be accepted by its creditors and, therefore, cannot satisfy s. 50.4(9)(b) of the BIA. AC has the controlling vote. Based on the history between the parties, including years of “scorched earth” litigation, AC does not trust and will not support any proposal put forward by current management of Planet Energy. However, as discussed below, based on *Baldwin*, this is not the test under s. 50.4(9)(b).
31. AC argues that based on *Cumberland Trading Inc., Re* 1994 CanLII 7458 (ON SC) where a proposal has yet to be tabled, s. 50.4(11)(c) of the BIA contemplates that a creditor in a veto position, who has lost confidence in the insolvent party, does not have to wait and see what the proposal is before indicating their intention to vote against it. In *Cumberland*, Farley J. stated, at para. 9, in reference to s. 50.4(11)(c) of the BIA:
- It seems to me that clause (c) above deals specifically with the situation where there has been no proposal tabled. It provides that there is no absolute requirement that the creditors have to wait to see what the proposal is before they can indicate they will vote it down. I do not see anything in BIA which would affect a creditor (or group of creditors) with a veto position from reaching the conclusion that nothing the insolvent debtor does will persuade the creditor to vote in favour of whatever proposal may be forthcoming. I think that this view is strengthened when one considers that the court need only be satisfied that “the insolvent person will not *likely* be able to make a proposal, before the expiration of the period in question, that will be accepted by the creditors...” (emphasis added). This implies that there need not be a certainty of turndown. The act of making the proposal is one that is still yet to come. I am of the view that Skyview’s position as indicated above is satisfactory proof that Cumberland will not likely be able to make a proposal that will be accepted by the creditors of Cumberland.
32. Planet Energy referred the Court to *Re Baldwin Investors Inc.*, [1994] O.J. No. 271. In *Baldwin*, Farley J. dismissed the debtors’ appeal for an extension of time to file proposals. The Registrar had been of the view that the debtors failed to meet all three tests under s. 50.4(9) of the BIA. Farley J. was of the view that the Registrar had inadvertently used the wrong test in s. 50.4(9)(b), but even applying the correct test, he was of the view that the extension should not be granted. The Registrar had focused on the fact that the major creditor had lost confidence in the debtor and would not vote for any proposal the

debtor put forward. Farley J. stated that “this is not the test of s. 50.4(9)(b).” He further noted, at para. 4, that “it appears that Parliament wished to distinguish between a situation of a viable proposal (s. 50.4(9)(b) and (11)(b)) versus a situation in which it is likely that the creditors will not vote for this proposal, no matter how viable that proposal (s. 50.4(11)(c) but with no corresponding clause in s. 50.4(9)).” Farley J. then determined that the debtors had not shown that they were likely to make a viable proposal. Importantly, in my view, Farley J. went on to note, at para. 8:

I would also point out that it was clear that if the debtor companies had won a victory in this appeal, it would have been a Pyrrhic victory. The Bank would have been able to come right back in with a motion based on s. 50.4(11)(c).

33. That is the case here. AC has made it clear that if they are unsuccessful, they will return with a motion under s. 50.4(11)(c). Based on the fractured history between the parties, I accept AC’s submission on this point.
34. As noted above, AC indicated that they consented to a brief extension of the stay period if a Receiver was in place.
35. As noted above, Planet Energy requested that the proceedings be administratively consolidated. Planet Energy BC is now dormant with not operating activities. The Court has held it is appropriate to administratively consolidate proceedings, where there are two closely related bankruptcy proceedings, as is the case here: *Re Electro Sonic Inc.*, 2014 ONSC 942, at para. 4. There was no opposition raised to this request. Accordingly, the proceedings shall be administratively consolidated.

Disposition

36. Order to go as follows:

- i. KSV is appointed as interim receiver of the property, assets and undertakings of Planet Energy substantially in the standard form approved by the Commercial List Users Committee; and
- ii. The proposal period and the stay of proceedings is hereby extended for a further twenty-one days.
- iii. The proceedings bearing Court/Estate File No. 31-2943175 and 31-2943168 shall be administratively consolidated.



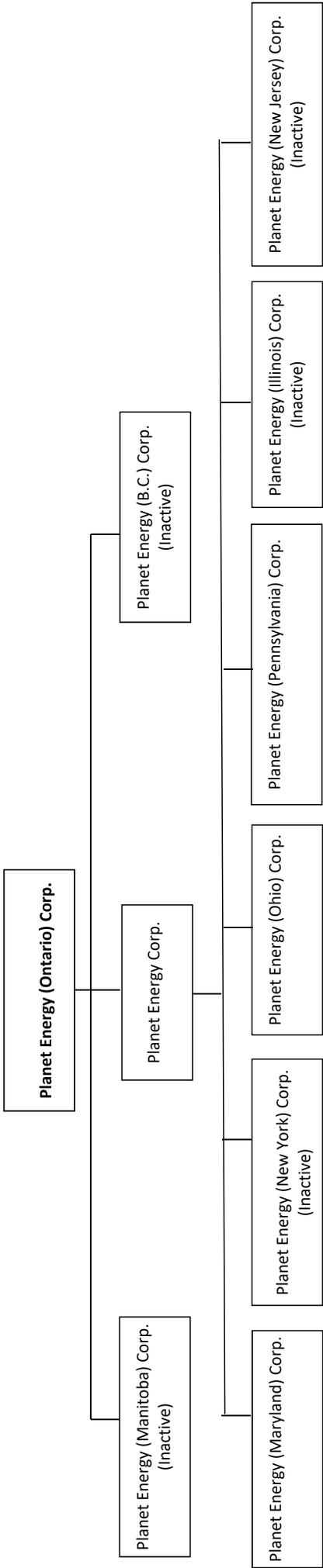


EXHIBIT D



Pennsylvania Public Utility Commission

**BUREAU OF
CONSUMER SERVICES**

Utility List | Case Search | Case Opened | Case
Closed | Reports Data | Misc. | Contact Us | Logout
CL-Customer Details | CL-Case Details I | CL-Case Details

II | View For Printing

Welcome to - Case Closed - Print

Case#: 3846431

Utility Name: Planet Energy PA d/b/a RiteRate or Value Plus(EGS)
Decision Issue: No
Oral/Written: O
Violation: ACTUAL
Chapter 56/64/Other: 54
Section/Rule: 54.10(1); 54.10(2)(i)
Total Balance: \$88,888.88
Closing Date: 07/25/2022

Resolution: Verbal Close: Case Closed. I spoke with the Customer, Jennifer Rutter. I reviewed her complaint as well as both company responses. I advised her that per section 8 of the contract states that EGS may cancel contract early without penalty. I explained that EGS advised that they cancelled contract early due to increase generation costs, not because of a PA regulation. She understood. Customer is satisfied and agreed that this case may be verbally closed.

Service Restored Pay(Offs): \$0.00
Account Balance Date: 06/30/2022
Keep Service on Pay(Remeds): \$0.00
By:

Terms:Begining
Special Budget/Opt Payment: \$0.00
Regular Budget Amount: \$0.00
Plus Pay Toward Arrears: \$0.00
Final Monthly Pay: \$0.00
Current Monthly Pay: \$0.00
End of Month Payment: \$0.00

10 Day/Reconnect Pay: \$0.00
Begin with Bill Date:
Pay Current Bill Plus: \$0.00
BCS Investigator: Barbara Slingland

Letter Type:
Letter Head Date:

Customer Name: Jennifer Rutter
Account Number: 9451675012
Service Address: 6132 Sawgrass Ct, Harrisburg, PA 17111
Home Phone:
Work Phone:

You are presently logged into PUC/BCS Web Application as Planet Energy PA d/b/a RiteRate or Value Plus(EGS)



[Utility List](#) | [Case Search](#) | [Case Opened](#) | [Case Closed](#) | [Reports Data](#) | [Misc.](#) | [Contact Us](#) | [Logout](#)
[CL-Customer Details](#) | [CL-Case Details I](#) | [CL-Case Details](#)

II | [View For Printing](#)

Welcome to - Case Closed - Print

Case#: 3846708	
Utility Name:	Planet Energy PA d/b/a RiteRate or Value Plus(EGS)
Decision Issue:	No
Oral/Written:	O
Violation:	ACTUAL
Chapter 56/64/Other:	OTHER
Section/Rule:	54.10, 56.1, 56.151(4)
Total Balance:	\$0.00
Closing Date:	08/17/2022
Resolution:	VERBAL CLOSE: customer advised that PUC has no authority to make company uphold fixed rate contract. customer understood and agreed to close case.
Service Restored Pay(Offs):	\$0.00
Account Balance Date:	06/30/2022
Keep Service on Pay(Remeds):	\$0.00
By:	
Terms:	Begining
Special Budget/Opt Payment:	\$0.00
Regular Budget Amount:	\$0.00
Plus Pay Toward Arrears:	\$0.00
Final Monthly Pay:	\$0.00
Current Monthly Pay:	\$0.00
End of Month Payment:	\$0.00
10 Day/Reconnect Pay:	\$0.00
Begin with Bill Date:	
Pay Current Bill Plus:	\$0.00
BCS Investigator:	IJanaya Young
Letter Type:	
Letter Head Date:	
Customer Name:	Steven Goldman
Account Number:	7581131032
Service Address:	134 Orchard Dr, Lords Valley, PA 18428
Home Phone:	(646)753-1074
Work Phone:	

You are presently logged into PUC/BCS Web Application as Planet Energy PA d/b/a RiteRate or Value Plus(EGS)



Pennsylvania Public Utility Commission

**BUREAU OF
CONSUMER SERVICES**

Utility List | Case Search | Case Opened | Case
Closed | Reports Data | Misc. | Contact Us | Logout
CL-Customer Details | CL-Case Details I | CL-Case Details

II | View For Printing

Welcome to - Case Closed - Print

Case#: 3846717

Utility Name: Planet Energy PA d/b/a RiteRate or Value Plus(EGS)
Decision Issue: No
Oral/Written: O
Violation: NO

Chapter 56/64/Other:

Section/Rule:

Total Balance: \$0.00

Closing Date: 07/26/2022

Resolution: Verbal Close: t/customer at 646-753-1074. spoke with Steven Goldman. I explained the discontinuance of services were pursuant to Sections 8 and 15 of the Terms and Conditions. I advised if he was unsatisfied he can file the formal complaint. At the informal level, other than providing him with the customer's stance we have no authority to order the Company to uphold the fixed rate contract. Customer stated he understood. Case Dismissed.

Service Restored Pay(Offs): \$0.00

Account Balance Date: 06/30/2022

Keep Service on Pay(Remed): \$0.00

By:

Terms:Begining

Special Budget/Opt Payment: \$0.00

Regular Budget Amount: \$0.00

Plus Pay Toward Arrears: \$0.00

Final Monthly Pay: \$0.00

Current Monthly Pay: \$0.00

End of Month Payment: \$0.00

10 Day/Reconnect Pay: \$0.00

Begin with Bill Date:

Pay Current Bill Plus: \$0.00

BCS Investigator: Precious Johnson

Letter Type:

Letter Head Date:

Customer Name: Steven Goldman

Account Number: 7581131032

Service Address: 800 Broadmoor Ct, Hawley, PA 18428

Home Phone:

Work Phone:

You are presently logged into PUC/BCS Web Application as Planet Energy PA d/b/a RiteRate or Value Plus(EGS)



Pennsylvania Public Utility Commission

**BUREAU OF
CONSUMER SERVICES**

Utility List | Case Search | Case Opened | Case
Closed | Reports Data | Misc. | Contact Us | Logout
CL-Customer Details | CL-Case Details I | CL-Case Details

II | View For Printing

Welcome to - Case Closed - Print

Case#: 3847000

Utility Name: Planet Energy PA d/b/a RiteRate or Value Plus(EGS)
Decision Issue: Yes
Oral/Written: W
Violation: NO

Chapter 56/64/Other:

Section/Rule:

Total Balance: \$0.00

Closing Date: 07/26/2022

Resolution: Decision Issued: Planet Energy was within their rights to cancel your agreement. Due to a mailing restriction, this decision will be dated and mailed on 7/27/2022. The appeal due date for both the utility and customer is 20 days from the date on the written decision. Case Dismissed.

Service Restored Pay(Offs): \$0.00

Account Balance Date: 06/30/2022

Keep Service on Pay(Remeds): \$0.00

By:

Terms:Begining

Special Budget/Opt Payment: \$0.00

Regular Budget Amount: \$0.00

Plus Pay Toward Arrears: \$0.00

Final Monthly Pay: \$0.00

Current Monthly Pay: \$0.00

End of Month Payment: \$0.00

10 Day/Reconnect Pay: \$0.00

Begin with Bill Date:

Pay Current Bill Plus: \$0.00

BCS Investigator: Precious Johnson

Letter Type: Blank Decision

Letter Head Date: 07/27/2022

Customer Name: J Paul Barrick

Account Number: 5071065001

Service Address: 61 Long Rd, Newville, PA 17241

Home Phone: (717)776-7425

Work Phone:



[Utility List](#) | [Case Search](#) | [Case Opened](#) | [Case Closed](#) | [Reports Data](#) | [Misc.](#) | [Contact Us](#) | [Logout](#)
[CL-Customer Details](#) | [CL-Case Details I](#) | [CL-Case Details](#)

II | [View For Printing](#)

Welcome to - Case Closed - [Print](#)

Case#: 3848270	
Utility Name:	Planet Energy PA d/b/a RiteRate or Value Plus(EGS)
Decision Issue:	No
Oral/Written:	O
Violation:	NO
Chapter 56/64/Other:	
Section/Rule:	
Total Balance:	\$0.00
Closing Date:	08/03/2022
Resolution:	Verbal Dismissal: I explained the contract where it allows the co to end the contract. Cu understands. Case dismissed.
Service Restored Pay(Offs):	\$0.00
Account Balance Date:	07/05/2022
Keep Service on Pay(Remeds):	\$0.00
By:	
Terms:	Begining
Special Budget/Opt Payment:	\$0.00
Regular Budget Amount:	\$0.00
Plus Pay Toward Arrears:	\$0.00
Final Monthly Pay:	\$0.00
Current Monthly Pay:	\$0.00
End of Month Payment:	\$0.00
10 Day/Reconnect Pay:	\$0.00
Begin with Bill Date:	
Pay Current Bill Plus:	\$0.00
BCS Investigator:	Damon Walton
Letter Type:	
Letter Head Date:	
Customer Name:	David Orr
Account Number:	2918820098
Service Address:	279 Sterling Dr, Muncy, PA 17756
Home Phone:	
Work Phone:	

You are presently logged into PUC/BCS Web Application as Planet Energy PA d/b/a RiteRate or Value Plus(EGS)



Pennsylvania Public Utility Commission

**BUREAU OF
CONSUMER SERVICES**

[Utility List](#) | [Case Search](#) | [Case Opened](#) | [Case Closed](#) | [Reports Data](#) | [Misc.](#) | [Contact Us](#) | [Logout](#)
[CL-Customer Details](#) | [CL-Case Details I](#) | [CL-Case Details](#)

II | [View For Printing](#)

Welcome to - Case Closed - [Print](#)

Case#: 3850767

Utility Name: Planet Energy PA d/b/a RiteRate or Value Plus(EGS)

Decision Issue: No

Oral/Written: O

Violation: NO

Chapter 56/64/Other:

Section/Rule:

Total Balance: \$0.00

Closing Date: 08/15/2022

Resolution: Case dismissed. Verbal close. EGS may cancel contract per terms and conditions.

Service Restored Pay(Offs): \$0.00

Account Balance Date: 07/18/2022

Keep Service on Pay(Remed): \$0.00

By:

Terms:Begining

Special Budget/Opt Payment: \$0.00

Regular Budget Amount: \$0.00

Plus Pay Toward Arrears: \$0.00

Final Monthly Pay: \$0.00

Current Monthly Pay: \$0.00

End of Month Payment: \$0.00

10 Day/Reconnect Pay: \$0.00

Begin with Bill Date:

Pay Current Bill Plus: \$0.00

BCS Investigator: John Vargo

Letter Type:

Letter Head Date:

Customer Name: Stephen Oberholtzer

Account Number: 5054074006

Service Address: 110 S Enola Dr, Enola, PA 17025-2706

Home Phone:

Work Phone:

You are presently logged into PUC/BCS Web Application as Planet Energy PA d/b/a RiteRate or Value Plus(EGS)



[Utility List](#) | [Case Search](#) | [Case Opened](#) | [Case Closed](#) | [Reports Data](#) | [Misc.](#) | [Contact Us](#) | [Logout](#)
[CL-Customer Details](#) | [CL-Case Details I](#) | [CL-Case Details](#)

II | [View For Printing](#)

Welcome to - Case Closed - Print

Case#: 3862876	
Utility Name:	Planet Energy PA d/b/a RiteRate or Value Plus(EGS)
Decision Issue:	Yes
Oral/Written:	W
Violation:	NO
Chapter 56/64/Other:	
Section/Rule:	
Total Balance:	\$8,888.88
Closing Date:	11/15/2022
Resolution:	Decision Issued - Planet Energy processed an earlier cancellation pursuant to the Terms and Conditions of your agreement. Case dismissed.
Service Restored Pay(Offs):	\$0.00
Account Balance Date:	09/09/2022
Keep Service on Pay(Remeds):	\$0.00
By:	
Terms:	Begining
Special Budget/Opt Payment:	\$0.00
Regular Budget Amount:	\$0.00
Plus Pay Toward Arrears:	\$0.00
Final Monthly Pay:	\$0.00
Current Monthly Pay:	\$0.00
End of Month Payment:	\$0.00
10 Day/Reconnect Pay:	\$0.00
Begin with Bill Date:	
Pay Current Bill Plus:	\$0.00
BCS Investigator:	Todd Burns
Letter Type:	Blank Decision
Letter Head Date:	11/15/2022
Customer Name:	Elizabeth M Huff
Account Number:	9850049016
Service Address:	21 Wedgewood Dr, Selinsgrove, PA 17870
Home Phone:	(570)916-9086
Work Phone:	

You are presently logged into PUC/BCS Web Application as Planet Energy PA d/b/a RiteRate or Value Plus(EGS)



COMMONWEALTH OF PENNSYLVANIA



PATRICK M. CICERO
Consumer Advocate

OFFICE OF CONSUMER ADVOCATE
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, Pennsylvania 17101-1923
(717) 783-5048
(800) 684-6560

@pa_oca
/pennoca
FAX (717) 783-7152
consumer@paoca.org
www.oca.pa.gov

November 30, 2023

Via Electronic Mail Only

The Honorable John M. Coogan
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement,
Complainant

v.

Planet Energy (Pennsylvania) Corporation d/b/a
RiteRate Energy d/b/a Value Plus Energy,
Respondent
Docket No. C-2023-3041126

Dear Judge Coogan:

Enclosed please find a copy of the Direct Testimony being submitted on behalf of the Office of Consumer Advocate in the above-referenced proceeding, as follows:

OCA Statement 1: Direct Testimony of Morgan N. DeAngelo

Copies have been served as indicated on the enclosed Certificate of Service, in accordance with the Scheduling Order dated September 20, 2023.

Respectfully submitted,

/s/ Christopher M. Andreoli
Christopher M. Andreoli
Assistant Consumer Advocate
PA Attorney I.D. # 85676
CAndreoli@paoca.org

Enclosures:

cc: PUC Secretary Rosemary Chiavetta, (Letter and Certificate of Service Only)
Certificate of Service

*4874-4577-8068

CERTIFICATE OF SERVICE

Pennsylvania Public Utility Commission, :
Bureau of Investigation and Enforcement, :
Complainant :
v. : Docket No. C-2023-3041126
Planet Energy (Pennsylvania) Corp. d/b/a :
RiteRate Energy d/b/a Value Plus Energy, :
Respondent :

I hereby certify that I have this day served a true copy of the following document, the Office of Consumer Advocate's Direct Testimony as follows:

OCA Statement 1: Direct Testimony of Morgan N. DeAngelo
upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Dated this 30th day of November 2023.

SERVICE BY E-MAIL ONLY

Kayla L. Rost, Esquire
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120
karost@pa.gov
Counsel for I&E

Sharon E. Webb, Esquire
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101-1923
swebb@pa.gov
Counsel for OSBA

Jordan Small, VP
Planet Energy Corporation
1691 Michigan Avenue, Suite 425
Miami Beach, FL 33139
jsmall@planetenergy.ca
Counsel for Planet Energy

Brian Boyle, Esquire
Jayne Risk, Esquire
DLA Piper
1650 Market Street, Suite 5000
Philadelphia, PA 19103
brian.boyle@us.dlapiper.com
jayne.risk@us.dlapiper.com

/s/ Christopher M. Andreoli
Christopher M. Andreoli
Assistant Consumer Advocate
PA Attorney I.D. # 85676
CAndreoli@paoca.org

Christine Maloni Hoover
Deputy Consumer Advocate
PA Attorney I.D. # 50026
CHoover@paoca.org

David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
DEvrard@paoca.org

Counsel for:
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
Phone: (717) 783-5048
Dated: November 30, 2023
*4864-2885-5700

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	Docket No. C-2023-3041126
v.	:	
Planet Energy (Pennsylvania) Corp. d/b/a	:	
RiteRate Energy d/b/a Value Plus Energy,	:	
Respondent	:	

Direct Testimony

of

Morgan N. DeAngelo

on Behalf of
the Pennsylvania Office of Consumer Advocate

November 30, 2023

Table of Contents

Introduction..... 1
Purpose of Direct Testimony..... 1
Background 2
Analysis of Planet Energy’s Actions..... 5
Letter of Credit 8
Conclusion 8

1 **Introduction**

2 **Q. Please state your name, business address and occupation.**

3 A. My name is Morgan N. DeAngelo. My business address is 555 Walnut Street, Forum
4 Place, 5th Floor, Harrisburg, Pennsylvania 17101. I am currently employed as a
5 Regulatory Analyst by the Pennsylvania Office of Consumer Advocate (OCA).

6 **Q. Please describe your educational background and qualifications to provide
7 testimony in this case.**

8 A. I have a Master's Degree in Business Administration and a Bachelor of Business
9 Administration Degree, with a concentration in Finance and a minor in Accounting from
10 Wilkes University. My educational background and qualifications are further described in
11 Appendix A.

12 **Q. On whose behalf are you testifying in this proceeding?**

13 A. I am testifying on behalf of the OCA.

14 **Purpose of Direct Testimony**

15 **Q. What is the purpose of your Direct Testimony in this proceeding?**

16 A. The purpose of my Direct Testimony is to provide my analysis of the actions of Planet
17 Energy (Pennsylvania) Corp. d/b/a Value Plus Energy, RiteRate Energy (Planet Energy
18 or the Company) as an Electric Generation Supplier (EGS) with the Pennsylvania Public
19 Utility Commission (Commission), and the OCA's concern with how these actions
20 violated the Commission's regulations, the Public Utility Code, and Planet Energy's
21 contracts with consumers. I will also discuss how these violations impacted Planet
22 Energy customers.

1 **Background**

2 **Q. How are Value Plus Energy and RiteRate Energy affiliated with Planet Energy?**

3 A. Planet Energy does business through its subsidiaries, Value Plus Energy and RiteRate
4 Energy. On December 7, 2010, Planet Energy (Pennsylvania) filed an application seeking
5 to become a licensed electric generation supplier (EGS) in the electric distribution
6 company (EDC) service territories of Allegheny Power, Duquesne Light Company,
7 PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power
8 Company, PPL Electric Utilities, Inc. and Metropolitan Edison Company within the
9 Commonwealth of Pennsylvania. On February 25, 2011, the Commission entered an
10 Order under Docket No. A-2011-2223534 approving the application of Planet Energy
11 (Pennsylvania). Subsequently, on September 14, 2018, Planet Energy filed a request that
12 the Commission change the name on its license to provide electric generation services, as
13 a supplier, to Planet Energy Corp. d/b/a RiteRate Energy, which was approved via
14 Secretarial Letter dated October 12, 2018. On June 23, 2021, Planet Energy Corp. d/b/a
15 RiteRate Energy filed a request that the Commission change the name on its license to
16 provide electric generation services, as a supplier, to Planet Energy Corp. d/b/a RiteRate
17 Energy d/b/a Value Plus Energy, which was approved via Secretarial Letter dated
18 November 30, 2021.

19 **Q. Please summarize the Bureau of Investigation and Enforcement (I&E)'s allegations**
20 **stated in its formal complaint in this case.**

21 A. In paragraphs 32-38 of its formal complaint, I&E alleged the following:

22 Planet Energy did not provide an initial or first notice to its customers that it was
23 unilaterally discontinuing service.

1 Planet Energy did not provide subsequent or second notice to its customers prior
2 to discontinuing service.

3 Planet Energy did not provide any notice to its customers that it was unilaterally
4 discontinuing service and prematurely ending the customer's fixed-rate contract.

5 Planet Energy customers whose fixed-rate contracts were canceled by Planet
6 Energy were made aware of the change in service through notice from the local
7 electric distribution company. No advance notice was provided by Planet Energy
8 as is required by its fixed-rate customer agreements and disclosure statements.

9 As of April 11, 2023, Planet Energy was not offering any electric generation
10 services to Pennsylvania customers and indicated that it did not have an
11 established time frame in which it would offer services in the future.

12 Planet Energy violated the Commission's regulations when it failed to provide
13 notice to its customers of its discontinuance of service or change in contract
14 terms.

15 Planet Energy violated its own contract provisions when it failed to provide notice
16 to its customers of its discontinuance of service or change in contract terms.

17 The Formal Complaint also identified 5,690 Planet Energy customers that were affected
18 by Planet Energy's abandonment of service.

19 **Q. Did consumers reach out to the OCA expressing concerns and complaints about
20 being dropped and returned to their respective default generation suppliers?**

21 A. Yes. Many consumers called the OCA with complaints stating they signed up for Planet
22 Energy at an agreed upon rate between October 2021 to January 2022. Around June
23 2022, customers started receiving letters from their distribution companies. Many
24 indicated there was no additional notification sent or received by Planet Energy with an
25 explanation for the drop. The letters from respective distribution companies included a
26 date of end of contract that had already passed by the time the letters were received.
27 When the customers contacted the company, broad explanations were given. Examples of
28 explanations the OCA heard in the complaints included:

1 Due to the terms and conditions of their contract Planet Energy was acting within
2 the limits of those terms and conditions.

3 It was not sustainable for the company to continue providing service at the agreed
4 upon price.

5 It was an “upper level management decision based on inflation and the increased
6 cost to provide service in PA”.

7 Additionally, the OCA referred this matter to both the Bureau of Consumer Services and
8 the Office of Attorney General, who is or may be separately investigating.

9 **Q. Did you review the contracts from some of the customers terminated?**

10 A. Yes. I reviewed copies of the contracts through RiteRate Energy and Value Plus.

11 **Q. Did Planet Energy violate the terms of its contracts with customers?**

12 A. Yes. This is based on my review of the information from the calls that came to the OCA
13 and the consistency of those calls with the allegations made by I&E. In the RiteRate
14 Energy contracts summary, attached as Appendix B, there is an “end of contract” section
15 that states “If you have a fixed duration contract that will be ending, or whenever
16 RiteRate Energy wants to change the contract, you will receive two separate notices
17 before the contract ends or the changes happen. You will receive the first notice 45-60
18 days before, and the second notice 30 days before the expiration date or the date the
19 changes becomes effective. These notices will explain your options.”. Value Plus Energy
20 contract summary, attached as Appendix C, also has an “end of contract” section with the
21 same exact verbiage. As stated previously, Planet Energy failed to provide any notice to
22 its customers that service through its Company was being terminated. Therefore, Planet
23 Energy violated the contracts as well as Commission regulations, as discussed below.

1 **Q. Based on your review of the information received by the OCA from consumer**
2 **complainants, did Planet Energy follow these contract terms?**

3 A. No, they did not. The consumers who contacted the OCA all complained that they were
4 automatically returned to their electric distribution company without warning and did not
5 receive the notice provided for in the contract.

6 **Q. How were former Planet Energy customers affected when their contracts were**
7 **wrongfully terminated, and they defaulted back to their respective EDC?**

8 A. Planet Energy's failure to provide appropriate notice for abandonment of service to its
9 customers resulted in many customers losing the savings they would have otherwise
10 received under their contracts if the Company would have followed proper steps under
11 the Commission's regulations, its contracts with customers, and the affected Electric
12 Distribution Company (EDC)s' Supplier Tariffs. Additionally, the lack of notice did not
13 allow customers the opportunity to choose an alternative provider.

14 **Q. Are you able to quantify the monetary impact of Planet Energy's abandonment of**
15 **service to its Pennsylvania customers?**

16 A. Yes. The OCA has estimated an approximate range of \$150,000 - \$200,000 worth of lost
17 savings to the impacted customers.

18 **Analysis of Planet Energy's Actions**

19 **Q. Is Planet Energy subject to the power and authority of the Commission?**

20 A. Yes. Planet Energy is a jurisdictional EGS licensed by the Commission at Docket No. A-
21 2011-2223534 to operate in the Pennsylvania EDC service territories of Duquesne Light
22 Company ("Duquesne Light"), Metropolitan Edison Company, Pennsylvania Electric

1 Company, Pennsylvania Power Company, PECO Energy Company (“PECO”), PPL
2 Electric Utilities, Inc. (“PPL”), and West Penn Power Company. The term “Electric
3 generation supplier” is defined in Section 2803 of the Electricity Generation Customer
4 Choice and Competition Act, 66 Pa.C.S. §§ 2801-2812 (“Competition Act”). As a
5 provider of electric generation services for compensation, Planet Energy must observe,
6 obey, and comply with the Commission’s regulations and orders pursuant to Section
7 501(c) of the Public Utility Code, 66 Pa. C.S. § 501(c).

8 **Q. What does Section 501(c) of the Public Utility Code say?**

9 A. Section 501(c) does not just apply to utilities, but also to “every other person or
10 corporation subject to the provisions of this part, affected by or subject to any regulations
11 or orders of the commission or of any court, made, issued, or entered under the provisions
12 of this part, shall observe, obey, and comply with such regulations or orders, and the
13 terms and conditions thereof.” 66 Pa. C.S. § 501(c).

14 **Q. Did Planet Energy’s actions violate any obligations it had under the Public Utility
15 Commission regulations?**

16 A. Yes. Specifically, Planet Energy violated 52 Pa. Code. § 54.10, § 54.41, § 54.43, § 54.5.

17 **Q. What do each of the violated sections say?**

18 A. 52 Pa. Code § 54.10 reads, “(1) An initial notice shall be provided to each affected
19 customer 45 to 60 days prior to the expiration date of the fixed duration contract or the
20 effective date of the proposed change in terms. For customers who have elected to
21 receive electronic communications from the EGS, the notice shall be transmitted in the
22 manner chosen by the customer. (2) An options notice shall be provided, by first class

1 mail, to each affected customer at least 30 days prior to the expiration date of the fixed
2 duration contract or the effective date of the proposed change in terms.”

3 52 Pa. C.S. § 54.41(b) reads, “A licensee may not abandon service without providing 90
4 days prior written notice to the Commission, the licensee’s customers, the affected
5 distribution utilities and default service providers prior to the abandonment of service.

6 The licensee shall provide individual notice to its customers with each billing, in each of
7 the three billing cycles preceding the effective date of the abandonment.”

8 52 Pa. C.S. § 54.43(c) reads, A licensee shall provide notification of change in conditions
9 of service, intent to cease operation as an electric generation supplier, explanation of
10 denial of service, proper handling of deposits and proper handling of complaints in
11 accordance with this title.

12 52 Pa. C.S. § 54.5(b) reads, The EGS shall provide the customer written disclosure of the
13 terms of service at no charge whenever: (1) the customer requests that an EGS initiate
14 service, (2) the EGS proposes to change the terms of service, (3) service commences
15 from a default service provider.

16 **Q. Please summarize how Planet Energy’s actions violated the above sections.**

17 A. Planet Energy failed to provide any notice to its customers that service through its
18 Company was being terminated. It failed to abide by the terms and conditions, breaching
19 numerous fixed-rate contracts by unilaterally and prematurely canceling them without
20 any notification. As a result, all of these customers were returned to default generation
21 service provided by the customers’ EDC.

1 **Letter of Credit**

2 **Q. Please indicate Planet Energy’s financial responsibility under 66 Pa. C.S. § 2809.**

3 A. The language under 66 Pa. C.S. § 2809(c)(1)(i) states:

4 In order to ensure the safety and reliability of the generation of electricity in this
5 Commonwealth, no energy supplier license shall be issued or remain in force
6 unless the holder complies with all of the following:

7 Furnishes a bond or other security approved by the Commission in form and
8 amount to ensure the financial responsibility of the electric generation supplier
9 and the supply of electricity at retail in accordance with contracts, agreements
10 or arrangements.

11 **Q. Is it your understanding that there is a Letter of Credit (LOC) on file with the
12 Commission?**

13 A. Yes, it is my understanding that there is a LOC on file with the Commission that has a
14 value in excess of the lost savings.

15 **Conclusion**

16 **Q. Based on your analysis, what do you conclude?**

17 A. In conclusion, it is evident that Planet Energy’s actions violated multiple sections of the
18 Public Utility Commission’s regulations and its own contracts. The Commission should:

19 (1) make a specific finding that Planet Energy’s actions violated the Commission’s
20 regulations and the terms of its contracts;

21 (2) require Planet Energy to make a specific calculation of the amount of lost savings that
22 occurred based on 60 days at its contract rates as compared to then applicable price to
23 compare in each electric distribution company service territory and report this
24 information to the Commission and the parties to this case make a specific finding to this
25 affect;

1 (3) *request* that Planet Energy return lost savings to consumers who were impacted by its
2 actions; and,

3 (4) if Planet Energy chooses not to return lost savings to consumers based on the
4 Commission request, the Commission should consider whether, based on the record
5 before it, it can make a claim against the letter of credit on behalf of affected consumers.

6 This action is contemplated by Section 2809(c) and the terms of the letter of credit itself.

7 **Q. Does this conclude your Direct Testimony?**

8 A. Yes. However, I reserve the right to modify it if necessary.

Appendix A

Qualifications of Morgan N. DeAngelo

**QUALIFICATIONS OF
MORGAN N. DEANGELO**

Education:

2020 M.B.A., Wilkes University

2018 B.B.A. concentration in Finance, minor in Accounting, Wilkes University

Positions:

June 2020 – Present Regulatory Analyst, Pennsylvania Office of Consumer Advocate

2018 – 2020 Graduate Assistant, Office of Student Development,
Wilkes University

Experience:

I am currently employed by the Pennsylvania Office of Attorney General, Office of Consumer Advocate (OCA) as a Regulatory Analyst II. In this position, my responsibilities include reviewing utility company filings with the Pennsylvania Public Utility Commission (Commission) and analyzing the financial, economic, rate of return, and policy issues that are relevant to the filings. Additionally, I am tasked with preparing recommendations for the OCA's involvement in utility filings with the PA PUC, writing testimony and presenting oral testimony on behalf of the OCA.

Relevant Training:

IPU Regulatory Studies - Intermediate Course, August 2020

IPU Accounting and Ratemaking Course, February 2021

Previous Cases where testimony was submitted:

- Petition of Twin Lakes Utilities, Inc., P-2020-3020914
- Application of Pennsylvania American Water Company, A-2020-3019634
- PaPUC v. UGI Utilities, Inc. – Electric Division, R-2021-3023618
- PaPUC v. Pittsburgh Water and Sewer Authority, R-2021-3024773, R-2021,3024774, R-2021-3024779
- PaPUC v. Aqua Pennsylvania, Inc., Aqua Pennsylvania Wastewater, Inc., R-2021-3027285, R-2021-3027186
- PaPUC v. City of Lancaster – Water Department, R-2021-3026682
- Application of Aqua Pennsylvania Wastewater, Inc., A-2021-3027268
- PaPUC v. Borough of Ambler – Water, R-2022-3031704
- PaPUC v. Citizens' Electric Company of Lewisburg, PA, R-2022-3032369, C-2022-3032529
- PaPUC v. Valley Energy, R-2022-3032300, C-2022-3032533
- PaPUC v. Pennsylvania American Water Company, R-2022-3031672, C-2022-3032485, R-2022-3031673, C-2022-3032487
- PaPUC v. The York Water Company, R-2022-3031340, C-2022-3032868, C-2022-3032902, R-2022-3032806, C-2022-3032869, C-2022-3033016
- Application of Aqua Pennsylvania, Inc., A-2022-3034143
- Application of Community Utilities of Pennsylvania, Inc., A-2022-3036744, A-2022-3036745
- PaPUC v. UGI Utilities, Inc. - Electric Division, R-2022-3037368
- Application of Pennsylvania American Water Company, A-2022-3037047

Appendix B

RiteRate Energy Contract Summary



Electric Generation Supplier Contract Summary

ELECTRIC GENERATION SUPPLIER INFORMATION	<p>RITERATE ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. is responsible for the generation pricing. 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139, 1-866-810-6446, www.riterateenergy.com Hours of operation: 10:00am -7:00pm EST.</p>			
PRICE STRUCTURE	<p>Fixed Rate: This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.</p>			
GENERATION/SUPPLY PRICE	<p>A fixed rate of 6.19¢ per kWh.</p>			
GENERATION PRICE AT VARIOUS USAGE LEVELS	Usage:	500 kWh	1,000 kWh	2,000 kWh
	Price Per kWh:	6.19¢	6.19¢	6.19¢
STATEMENT REGARDING SAVINGS	<p>Your RITERATE ENERGY Fixed Rate may be higher or lower than your Electric Distribution Company's (EDC) price and therefor your rate with RITERATE ENERGY cannot guarantee savings over the term of the agreement.</p>			
DEPOSIT REQUIREMENTS	<p>No deposit is required to be paid by Customer.</p>			
INCENTIVES	<p>Not applicable.</p>			
CONTRACT START DATE	<p>RITERATE ENERGY expects the Start Date to occur on the date after the current supply contract would have expired.</p>			
CONTRACT DURATION/LENGTH	<p>Your contract duration will be 12 months from the contract start date.</p>			
CANCELLATION/ EARLY TERMINATION FEES	<p>Not Applicable.</p>			
END OF CONTRACT	<p>IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER RITERATE 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTCIES WILL EXPLAIN YOUR OPTIONS.</p>			
RIGHT OF RESCISSION	<p>You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.</p>			

RITERATE ENERGY
Pennsylvania Disclosure Statement
Pennsylvania Power & Light 12 Month Term Plan



This is an agreement for electric generation service, between RITERATE ENERGY, a tradename of **Planet Energy (Pennsylvania) Corp.** and Customer.

HIGHLIGHTS

- RITERATE ENERGY is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services in Pennsylvania. Our **PUC license number is A-2011-2223534.**
- Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- The Commonwealth of Pennsylvania and your local government set the various tax charges.
- You will receive a single bill from your Electricity Distribution Company for both its charges and for our charges.
- Right of Rescission - You may cancel this agreement at, by contacting RITERATE ENERGY in writing, by telephone, or electronically.

DEFINITIONS

- Generation Charge - Charge for the generation of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

TERMS OF SERVICE

1. Basic Service Prices

A fixed rate of **6.19¢ per kWh**. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

Generation Price at Various Usage Levels:

Usage:	500 kWh	1,000 kWh	2,000 kWh
Price Per kWh:	6.19¢	6.19¢	6.19¢

2. Length of Agreement: You will buy your electricity generation service for the above street address from RITERATE ENERGY on the day after the current contract expires and will continue for **12 months**.

3. Customer right to cancel: You may cancel this Contract at any time without penalty by contacting RITERATE ENERGY in writing, by telephone or by email.

4. RITERATE ENERGY Cancellation: RITERATE ENERGY may cancel this agreement, with appropriate notice, if you fail to pay for electricity supply or any other amounts payable under the agreement or you breach any term of the agreement. Common reasons for cancellation are: **Non-Payment** – If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.; **RITERATE ENERGY-Initiated Cancellation** – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you; **Customer Move** – If the customer moves from the address listed above, this agreement is cancelled and you will not be charged early cancellation fees; and **Customer-Initiated Cancellation** – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation.

5. Penalties, Fees and Exceptions: If the customer cancels this agreement there is no early cancellation fee. Although not a cancellation fee, per Regulations, we are required to restate the monthly Administration charge as per Section 1 above – please see Section 1 above.

6. Agreement Expiration/Change in Terms/ Provisions: IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER RITERATE 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.

7. Express Consent: You expressly consent to RITERATE ENERGY calling the phone number(s) and sending emails to the email address(es) you provided in the Contract. You further expressly consent to RITERATE ENERGY recording all telephone conversations between you and RITERATE ENERGY and maintaining such recordings. You may revoke either consent by clearly informing RITERATE ENERGY in writing, by telephone or by email.

8. Right of Rescission: You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.

9. Dispute Procedures: Contact us with any questions concerning our terms of service. You may call the Public Utility Commission at 1-800-692-7380 if you are not satisfied after discussing your terms with us.

10. Further Information: For further information about RITERATE ENERGY's products please visit www.riterateenergy.com or call RITERATE ENERGY at 1-855-360-3042 or

11. Contact Information:

Generation Supplier Name: RITERATE ENERGY
Address: 1691 Michigan Avenue, Suite 425, Miami Beach, Florida 33139
Phone Number: 1-855-360-3042
Internet Address: www.riterateenergy.com
Email: customerservice@riterateenergy.com

12. Shopping:

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.

13. Information: RITERATE ENERGY intends to obtain your usage data from your EDC for billing and supply related matters. You are consenting TO THE EDC RELEASING THIS INFORMATION by entering into this contract. RITERATE ENERGY will maintain the confidentiality of your personal information including your name, address, telephone number, electric usage and historical payment information as required by applicable PUC Regulations and Federal and State laws.

TERMS AND CONDITIONS OF ELECTRICITY AND/OR NATURAL GAS
SUPPLY CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

RITERATE ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. agrees to sell and deliver Natural Gas and/or Electricity supply (collectively “**Energy**”) to the customer (the “**Customer**”) named on the Energy Application (the “**Application**”) and to provide related services described herein on behalf of Customer. The agreement (the “**Agreement**”) consists of the Application, the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “**Premises**”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. AGENCY APPOINTMENT. Customer hereby appoints RITERATE ENERGY to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “**EDC**”) and/or local natural gas distribution company (the “**EDC/Utility**”) is entitled to rely upon all actions taken or documents signed by RITERATE ENERGY in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by RITERATE ENERGY on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs RITERATE ENERGY to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Agreement. Customer authorizes and directs Customer’s EDC/Utility to release to RITERATE ENERGY any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation and historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide RITERATE ENERGY with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing RITERATE ENERGY with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to RITERATE ENERGY recording telephone conversations between Customer and RITERATE ENERGY and maintaining such recordings, and RITERATE ENERGY calling the phone number(s) provided within the Agreement. Customer may revoke either consent by clearly informing RITERATE ENERGY in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) RITERATE ENERGY is not a local electricity distribution company, local gas distributor or regulated EDC/Utility and **is not affiliated with Customer’s EDC/Utility**; and (ii) the price under this Agreement is not regulated by the Pennsylvania Public EDC/Utility Commission (“**PUC**”). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for the same supply service(s) that are the subject of this Agreement, to and for the Premises; (iii) Customer will not modify or revoke RITERATE ENERGY’s agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iv) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Customer’s consumption; (v) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to RITERATE ENERGY; and (vi) all representations made and all information provided to RITERATE ENERGY in this Agreement are true, complete, accurate and correct and that RITERATE ENERGY is relying upon this information to enter into and perform this Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to RITERATE ENERGY for Energy throughout the Term shall be the amount per one hundred cubic feet (“**Ccf**”) or therm of Gas and/or kilowatt hour (“**kWh**”) of Electricity multiplied by Customer’s Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the “**Price**”). In addition, if Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out in the Application. The Price for this contract can be found on the Contract Summary sheet.

a. Gas. If Customer has selected a Gas Fixed Rate, Customer’s Price will be based on the Fixed Rate(s), plus the Administration Charge, set forth in the Application, which includes RITERATE ENERGY’s compressor fuel and transportation charges, administrative and transaction costs and the Gas Balancing Amount and any Regulatory Charges (defined below). This price includes natural gas commodity charges and estimated total State Taxes but excludes applicable state and local Sales Tax.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move, Customer will notify RITERATE ENERGY in writing prior to such move. Customer will also provide RITERATE ENERGY with notice in writing of any other change(s) of account information (including account number, contact information, etc.).

8. PENALTIES, FEES AND EXCEPTIONS. Customer agrees that RITERATE ENERGY may cancel this Agreement before the end of the Term for the Premises, without penalty or liability to RITERATE ENERGY and without prejudice to enforcement of any legal right or remedy available to RITERATE ENERGY if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to RITERATE ENERGY; (b) Customer attempts to cancel this Agreement after the 10 day rescission period; (c) Customer appoints another person or company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term of this Agreement; or (e) RITERATE ENERGY is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects RITERATE ENERGY's Electricity retailing and/or Gas marketing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Customer cancels or terminates this agreement prior to the expiration date, Customer will not be liable for any early cancelation or termination charges.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to RITERATE ENERGY collecting, recording, maintaining, using and disclosing Customer's personal information, including Customer's phone number and historical billing data ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from RITERATE ENERGY and its affiliates. Customer consents to RITERATE ENERGY entering into arrangements related to the supply of Energy to Customer hereto that require disclosure of Customer's Information. Customer hereby consents to RITERATE ENERGY disclosing Customer's Information to Customer's EDC/Utility, RITERATE ENERGY's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to RITERATE ENERGY at any time to stop using Customer's Customer Information by contacting RITERATE ENERGY by phone or in writing. Customer also acknowledges that RITERATE ENERGY may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

10. ASSIGNMENT. RITERATE ENERGY, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required (30 days). This Agreement shall be binding upon and enure to the benefit of RITERATE ENERGY's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by RITERATE ENERGY to Customer are governed by the Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. CANCELLATION BY RITERATE ENERGY. Customer may rescind this Agreement by midnight of the 10th night after receipt of this Agreement, by contacting RITERATE ENERGY by phone at 1-855-360-3042. The customer may also send in a cancellation request by writing to the customerservice@riterateenergy.com. Customer is liable for all RITERATE ENERGY charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's EDC/Utility and not RITERATE ENERGY.

b. Electric. If Customer has selected an Electricity Fixed Rate on the Application, Customer's Price will be based on the Fixed Rate(s) which includes Local and State taxes, Gross Receipts Tax (GRT), PJM Adjustment (defined below) charges and adjustments and EDC/Utility applied charges and/or fees related to generation, plus the Administration Charge, which includes, Electricity Balancing Amount and third party EDC/Utility and billing charges. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

Customer understands and agrees that included in the Administration Charge is the cost of the Energy Balancing Amount (defined below). Customer understands that in order for RITERATE ENERGY to be able to supply Energy to its existing and prospective customers, RITERATE ENERGY enters into supply arrangements to meet the forecasted consumption of its various groups of customers. These forecasts are based on historical data, load shapes and/or estimates. To the extent that actual pooled consumption of RITERATE ENERGY's Energy customers varies from supply arrangements and/or Customer's EDC/Utility delivery requirements, RITERATE ENERGY incurs a cost in balancing and settling its supply arrangements with such pooled consumption. To ensure a fixed all-inclusive Rate, RITERATE ENERGY has included in the Administration charge, the Energy Balancing Amount, to balance and settle the variance between pooled consumption and supply arrangements (the "**Energy Balancing Amount**").

In respect of Electricity, Customer understands that there are certain estimated pass through costs, made up of charges to RITERATE ENERGY by the PJM Interconnection ("PJM") and/or Customer's EDC/Utility, including but not limited to ancillary service charges, the cost of unaccounted for electricity, capacity charges and any replacement or recharacterization of these charges. In this regard, the "**PJM Adjustment**", is included in the Fixed Price Rate. Customer acknowledges and agrees that by entering into this Agreement, Customer will not be eligible to receive any net metering credits and other incentives to which Customer would otherwise be entitled.

Further, included in the Rate are the amounts charged or billed to RITERATE ENERGY or Customer by Customer's EDC/Utility, the PUC or any other regulatory or government entity, including any taxes, delivery, regulated transmission, regulated distribution, pipeline, compressor fuel, uplift, congestion, locational marginal pricing, invoice market participant, service, billing, or similar or related charges and any, deposits, interest or late payment fees or other amounts in connection with the supply and delivery of Energy to the Premises (collectively, "**Regulatory Charges**"). Customer agrees to pay the monthly Administration charge for Energy supply (the "**Administration**" charge). For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide RITERATE ENERGY with distributor-consolidated billing, for whatever reason, RITERATE ENERGY may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to RITERATE ENERGY and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by RITERATE ENERGY to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term; RITERATE ENERGY expects the Start Date to occur on a date set by the natural gas or electric EDC/Utility. Customer understands that there might be a delay in the start of supply for reasons beyond RITERATE ENERGY's control, including a delay by the EDC/Utility in providing RITERATE ENERGY with requested information or in processing this Agreement. Please refer to the Contract Summary document for the length of your term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER RITERATE 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.

14. ELECTRICITY AND NATURAL GAS CHANGE IN TERMS. In the event that RITERATE ENERGY for unforeseen economic circumstances is not able to provide Electricity and/or Natural Gas supply to Customer under the terms of the Agreement, RITERATE ENERGY will send Customer two (2) advance notices (“**Economic Notice**”), the first notice will be sent to Customer between 45-60 days prior to the effective date of the changes, and the second notice, no later than 30 days prior to the effective date of the changes. RITERATE ENERGY will explain Customer’s options in these two (2) advance notices. Customer must positively affirm with RITERATE ENERGY in writing or recorded telephone conversation, Customers acceptance of the changes. If customer does not positively affirm with RITERATE ENERGY the proposed changes in the Economic Notice, the proposed changes will be deemed rejected by Customer. If rejected, Customer is free to pursue other opportunities in the market without Penalties or Fees. If customer does not choose another Electricity supplier, Customer will be returned to default service with the EDC/Utility.

15. MISCELLANEOUS. This Agreement is the entire agreement between Customer and RITERATE ENERGY and supersedes any prior written or oral agreement(s) between RITERATE ENERGY and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the State of Pennsylvania. If RITERATE ENERGY is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer’s EDC/Utility), RITERATE ENERGY shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay RITERATE ENERGY for its actual cost of supply. This Agreement, when completed by Customer, is subject to: approval and acceptance by RITERATE ENERGY, in its discretion, Customer’s EDC/Utility’s acceptance of Customer’s enrolment as a RITERATE ENERGY customer, and, as applicable, Customers reaffirmation of the Agreement. RITERATE ENERGY will have no liability or responsibility for matters within the control of the EDC/Utility, or upstream natural gas pipeline, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

16. DISPUTE. In the event of a billing dispute or a disagreement regarding RITERATE ENERGY’s supply services hereunder, Customer shall first contact RITERATE ENERGY and RITERATE ENERGY and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with RITERATE ENERGY, Customer may file a complaint with the PUC by contacting the PUC’s EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public EDC/Utility Commission, 400 North Street Box 3265, Harrisburg, Pennsylvania 17120 or by email at www.puc.pa.gov.

17. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless RITERATE ENERGY, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of RITERATE ENERGY and their affiliates and related entities (collectively, “**RITERATE ENERGY and its Representatives**”) from any and all losses, damages, injuries, liability or costs that any of RITERATE ENERGY and its Representatives sustains or incurs as a consequence of RITERATE ENERGY acting as Customer’s agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that RITERATE ENERGY relies on this Agreement as security to obtain a supply of Energy for Customer.

18. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Agreement, including requesting information or to renew or extend the Term of the Agreement, Customer may contact RITERATE ENERGY at the following: (i) by phone: 1-855-360-3042, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@riterateenergy.com (iv) through RITERATE ENERGY’s website www.riterateenergy.com, or (v) by mail: RITERATE ENERGY, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.



Nino Silvestri
Co - Chief Executive Officer
RITERATE ENERGY

Appendix C

Value Plus Energy Contract Summary



Electric Generation Supplier Contract Summary

ELECTRIC GENERATION SUPPLIER INFORMATION	<p>Value Plus Energy, a tradename of Planet Energy (Pennsylvania) Corp. is responsible for the generation pricing. 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139, 1-844-333-6667, www.valueplusenergy.com Hours of operation: 10:00am -7:00pm EST.</p>			
PRICE STRUCTURE	<p>Fixed Rate: This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.</p>			
GENERATION/SUPPLY PRICE	<p>A fixed rate of 9.20¢ per kWh.</p>			
GENERATION PRICE AT VARIOUS USAGE LEVELS	Usage:	500 kWh	1,000 kWh	2,000 kWh
	Price Per kWh:	9.20¢	9.20¢	9.20¢
STATEMENT REGARDING SAVINGS	<p>Your Value Plus Energy Fixed Rate may be higher or lower than your Electric Distribution Company's (EDC) price and therefore your rate with Value Plus Energy cannot guarantee savings over the term of the agreement.</p>			
DEPOSIT REQUIREMENTS	<p>No deposit is required to be paid by Customer.</p>			
INCENTIVES	<p>Not applicable.</p>			
CONTRACT START DATE	<p>Value Plus Energy expects the Start Date to occur on the date after the current supply contract would have expired.</p>			
CONTRACT DURATION/LENGTH	<p>Your contract duration will be 36 months from the contract start date.</p>			
CANCELLATION/ EARLY TERMINATION FEES	<p>Not Applicable.</p>			
END OF CONTRACT	<p>IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER VALUE PLUS 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.</p>			
RIGHT OF RESCISSION	<p>You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.</p>			

Value Plus Energy Pennsylvania Disclosure Statement Pennsylvania Power & Light 36 Month Term Plan



This is an agreement for electric generation service, between Value Plus Energy, a tradename of **Planet Energy (Pennsylvania) Corp.** and Customer.

Generation Price at Various Usage Levels:

Usage:	500 kWh	1,000 kWh	2,000 kWh
Price Per kWh:	9.20¢	9.20¢	9.20¢

HIGHLIGHTS

- Value Plus Energy is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services in Pennsylvania. Our **PUC license number is A-2011-2223534.**
- Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- The Commonwealth of Pennsylvania and your local government set the various tax charges.
- You will receive a single bill from your Electricity Distribution Company for both its charges and for our charges.
- Right of Rescission - You may cancel this agreement at, by contacting Value Plus Energy in writing, by telephone, or electronically.

DEFINITIONS

- Generation Charge - Charge for the generation of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

TERMS OF SERVICE

1. Basic Service Prices

A fixed rate of **9.20¢ per kWh.** This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

2. Length of Agreement: You will buy your electricity generation service for the above street address from Value Plus Energy on the day after the current contract expires and will continue for **36 months.**

3. Customer right to cancel: You may cancel this Contract at any time without penalty by contacting Value Plus Energy in writing, by telephone or by email.

4. Value Plus Energy Cancellation: Value Plus Energy may cancel this agreement, with appropriate notice, if you fail to pay for electricity supply or any other amounts payable under the agreement or you breach any term of the agreement. Common reasons for cancellation are: **Non-Payment** – If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.; **Value Plus Energy-Initiated Cancellation** – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you; **Customer Move** – If the customer moves from the address listed above, this agreement is cancelled and you will not be charged early cancellation fees; and **Customer-Initiated Cancellation** – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation.

Value Plus Energy
Pennsylvania Disclosure Statement
Pennsylvania Power & Light 36 Month Term Plan



5. Penalties, Fees and Exceptions: If the customer cancels this agreement there is no early cancellation fee. Although not a cancellation fee, per Regulations, we are required to restate the monthly Administration charge as per Section 1 above – please see Section 1 above.

6. Agreement Expiration/Change in Terms/ Provisions: IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER VALUE PLUS 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.

7. Express Consent: You expressly consent to Value Plus Energy calling the phone number(s) and sending emails to the email address(es) you provided in the Contract. You further expressly consent to Value Plus Energy recording all telephone conversations between you and Value Plus Energy and maintaining such recordings. You may revoke either consent by clearly informing Value Plus Energy in writing, by telephone or by email.

8. Right of Rescission: You may cancel this agreement within 3 business days following your receipt of the contract with Disclosure Statement. You may cancel the contract in writing, orally or electronically and this right to cancel within three business days cannot be waived.

9. Dispute Procedures: Contact us with any questions concerning our terms of service. You may call the Public Utility Commission at 1-800-692-7380 if you are not satisfied after discussing your terms with us.

10. Further Information: For further information about Value Plus Energy's products please visit www.valueplusenergy.com or call Value Plus Energy at 1-844-333-6667 or

11. Contact Information:

Generation Supplier Name: Value Plus Energy
Address: 1691 Michigan Avenue, Suite 425, Miami Beach, Florida 33139
Phone Number: 1-844-333-6667
Internet Address:
www.valueplusenergy.com
Email: customerservice@valueplusenergy.com

12. Shopping:

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.

13. Information: Value Plus Energy intends to obtain your usage data from your EDC for billing and supply related matters. You are consenting TO THE EDC RELEASING THIS INFORMATION by entering into this contract. Value Plus Energy will maintain the confidentiality of your personal information including your name, address, telephone number, electric usage and historical payment information as required by applicable PUC Regulations and Federal and State laws.

TERMS AND CONDITIONS OF ELECTRICITY SUPPLY CUSTOMER AGREEMENT AND AGENCY APPOINTMENT

VALUE PLUS ENERGY, a tradename of Planet Energy (Pennsylvania) Corp. agrees to sell and deliver Electricity supply (collectively “Energy”) to the customer (the “Customer”) named on the Energy Application (the “Application”) and to provide related services described herein on behalf of Customer. The agreement (the “Agreement”) consists of the Application, the Disclosure Statement(s), these Terms and Conditions, and any Schedule(s) for Energy to Customer’s service address(es) (the “Premises”). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. AGENCY APPOINTMENT. Customer hereby appoints VALUE PLUS ENERGY to be Customer’s sole and exclusive Energy supplier and agent for all purposes related to the services provided hereunder, including, without limitation, billing and delivery of Energy to the Premises. Customer’s local Electric Distribution Company (the “EDC”) (the “EDC/Utility”) is entitled to rely upon all actions taken or documents signed by VALUE PLUS ENERGY in connection with this agency appointment as though Customer had taken such action or signed such document, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by VALUE PLUS ENERGY on Customer’s behalf.

2. DIRECTION AND EXCHANGE OF PERSONAL INFORMATION. Customer directs VALUE PLUS ENERGY to enter into arrangements on Customer’s behalf with Customer’s EDC/Utility to give effect to this Agreement. Customer authorizes and directs Customer’s EDC/Utility to release to VALUE PLUS ENERGY any and all information in such person’s possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation and historical consumption information. Further, Customer authorizes and directs Customer’s EDC/Utility to provide VALUE PLUS ENERGY with any and all information related to any change to Customer’s Premises or Customer’s account, including, without limitation, providing VALUE PLUS ENERGY with Customer’s forwarding address(es) or other information in the event that Customer changes location within Pennsylvania. Customer expressly consents to VALUE PLUS ENERGY recording telephone conversations between Customer and VALUE PLUS ENERGY and maintaining such recordings, and VALUE PLUS ENERGY calling the phone number(s) provided within the Agreement. Customer may revoke either consent by clearly informing VALUE PLUS ENERGY in writing, by telephone or by email.

3. ACKNOWLEDGEMENT AND REPRESENTATIONS. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) VALUE PLUS ENERGY is not a local electricity distribution company, or regulated EDC/Utility and **is not affiliated with Customer’s EDC/Utility**; and (ii) the price under this Agreement is not regulated by the Pennsylvania Public EDC/Utility Commission (“PUC”). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for the same supply service(s) that are the subject of this Agreement, to and for the Premises; (iii) Customer will not modify or revoke VALUE PLUS ENERGY’s agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iv) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Customer’s consumption; (v) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to VALUE PLUS ENERGY; and (vi) all representations made and all information provided to VALUE PLUS ENERGY in this Agreement are true, complete, accurate and correct and that VALUE PLUS ENERGY is relying upon this information to enter into and perform this Agreement.

4. PRICE. Customer agrees that the price that Customer will pay to VALUE PLUS ENERGY for Energy throughout the Term shall be the amount per kilowatt hour (“kWh”) of Electricity multiplied by Customer’s Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the “Price”). In addition, if Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out in the Application. The Price for this contract can be found on the Contract Summary sheet.

If Customer has selected an Electricity Fixed Rate on the Application, Customer’s Price will be based on the Fixed Rate(s) which includes Local and State taxes, Gross Receipts Tax (GRT), PJM Adjustment (defined below) charges and adjustments and EDC/Utility applied charges and/or fees related to generation, plus the Administration Charge, which includes, Electricity Balancing Amount and third party EDC/Utility and billing charges. This price includes Transmission Charges (if applicable) and estimated total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

Customer understands and agrees that included in the Administration Charge is the cost of the Energy Balancing Amount (defined below). Customer understands that in order for VALUE PLUS ENERGY to be able to supply Energy to its existing and prospective customers, VALUE PLUS ENERGY enters into supply arrangements to meet the forecasted consumption of its various groups of customers. These forecasts are based on historical data, load shapes and/or estimates. To the extent that actual pooled consumption of VALUE PLUS ENERGY's Energy customers varies from supply arrangements and/or Customer's EDC/Utility delivery requirements, VALUE PLUS ENERGY incurs a cost in balancing and settling its supply arrangements with such pooled consumption. To ensure a fixed all-inclusive Rate, VALUE PLUS ENERGY has included in the Administration charge, the Energy Balancing Amount, to balance and settle the variance between pooled consumption and supply arrangements (the "**Energy Balancing Amount**").

In respect of Electricity, Customer understands that there are certain estimated pass through costs, made up of charges to VALUE PLUS ENERGY by the PJM Interconnection ("PJM") and/or Customer's EDC/Utility, including but not limited to ancillary service charges, the cost of unaccounted for electricity, capacity charges and any replacement or recharacterization of these charges. In this regard, the "**PJM Adjustment**", is included in the Fixed Price Rate. Customer acknowledges and agrees that by entering into this Agreement, Customer will not be eligible to receive any net metering credits and other incentives to which Customer would otherwise be entitled.

Further, included in the Rate are the amounts charged or billed to VALUE PLUS ENERGY or Customer by Customer's EDC/Utility, the PUC or any other regulatory or government entity, including any taxes, delivery, regulated transmission, regulated distribution, pipeline, compressor fuel, uplift, congestion, locational marginal pricing, invoice market participant, service, billing, or similar or related charges and any, deposits, interest or late payment fees or other amounts in connection with the supply and delivery of Energy to the Premises (collectively, "**Regulatory Charges**"). Customer agrees to pay the monthly Administration charge for Energy supply (the "**Administration**" charge). For additional price information please refer to the Contract Summary sheet.

5. BILLING AND PAYMENT. Customer acknowledges that Customer's EDC/Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's EDC/Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the EDC/Utility ceases to provide VALUE PLUS ENERGY with distributor-consolidated billing, for whatever reason, VALUE PLUS ENERGY may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover checks written by Customer to VALUE PLUS ENERGY and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 18%, on any amount outstanding), and Customer agrees to pay same promptly.

6. TERM/START DATE/RENEWAL. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by VALUE PLUS ENERGY to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's EDC/Utility which is closest to end of the Term; VALUE PLUS ENERGY expects the Start Date to occur on a date set by the electric EDC/Utility. Customer understands that there might be a delay in the start of supply for reasons beyond VALUE PLUS ENERGY's control, including a delay by the EDC/Utility in providing VALUE PLUS ENERGY with requested information or in processing this Agreement. Please refer to the Contract Summary document for the length of your term. IF YOU HAVE A FIXED DURATION CONTRACT THAT WILL BE ENDING, OR WHENEVER VALUE PLUS 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 45-60 DAYS BEFORE, AND THE SECOND NOTICE 30 DAYS BEFORE THE EXPIRATION DATE OR THE DATE THE CHANGE BECOMES EFFECTIVE. THESE NOTICES WILL EXPLAIN YOUR OPTIONS.

7. ACCOUNT CHANGES/MOVING. If Customer plans to move, Customer will notify VALUE PLUS ENERGY in writing prior to such move. Customer will also provide VALUE PLUS ENERGY with notice in writing of any other change(s) of account information (including account number, contact information, etc.).

8. PENALTIES, FEES AND EXCEPTIONS. Customer agrees that VALUE PLUS ENERGY may cancel this Agreement before the end of the Term for the Premises, without penalty or liability to VALUE PLUS ENERGY and without prejudice to enforcement of any legal right or remedy available to VALUE PLUS ENERGY if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's EDC/Utility bill or due to VALUE PLUS ENERGY; (b) Customer attempts to cancel this Agreement after the 10 day rescission period; (c) Customer appoints another person or

15. MISCELLANEOUS. This Agreement is the entire agreement between Customer and VALUE PLUS ENERGY and supersedes any prior written or oral agreement(s) between VALUE PLUS ENERGY and Customer. Customer did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the State of Pennsylvania. If VALUE PLUS ENERGY is unable to perform any of its obligations hereunder or is unable to supply Energy at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of Customer's EDC/Utility), VALUE PLUS ENERGY shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, Customer agrees that Customer will pay VALUE PLUS ENERGY for its actual cost of supply. This Agreement, when completed by Customer, is subject to: approval and acceptance by VALUE PLUS ENERGY, in its discretion, Customer's EDC/Utility's acceptance of Customer's enrolment as a VALUE PLUS ENERGY customer, and, as applicable, Customers reaffirmation of the Agreement. VALUE PLUS ENERGY will have no liability or responsibility for matters within the control of the EDC/Utility, which include, without limitation, maintenance of EDC/Utility systems, service interruptions, loss or termination of service, deterioration of EDC/Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

16. DISPUTE. In the event of a billing dispute or a disagreement regarding VALUE PLUS ENERGY's supply services hereunder, Customer shall first contact VALUE PLUS ENERGY and VALUE PLUS ENERGY and Customer agree to use good faith efforts to resolve the dispute. After discussing a dispute or disagreement with VALUE PLUS ENERGY, Customer may file a complaint with the PUC by contacting the PUC's EDC/Utility Choice Hotline at (800) 692-7380 or by mail to Pennsylvania Public EDC/Utility Commission, 400 North Street Box 3265, Harrisburg, Pennsylvania 17120 or by email at www.puc.pa.gov.

17. CUSTOMER INDEMNITY. Customer agrees to indemnify and save harmless VALUE PLUS ENERGY, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of VALUE PLUS ENERGY and their affiliates and related entities (collectively, "**VALUE PLUS ENERGY and its Representatives**") from any and all losses, damages, injuries, liability or costs that any of VALUE PLUS ENERGY and its Representatives sustains or incurs as a consequence of VALUE PLUS ENERGY acting as Customer's agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the EDC/Utility. Customer acknowledges that VALUE PLUS ENERGY relies on this Agreement as security to obtain a supply of Energy for Customer.

18. QUESTIONS AND CONCERNS. If Customer has any questions, complaints or concerns about this Agreement, including requesting information or to renew or extend the Term of the Agreement, Customer may contact VALUE PLUS ENERGY at the following: (i) by phone: 1-844-333-6667, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@valueplusenergy.com (iv) through VALUE PLUS ENERGY's website www.valueplusenergy.com, or (v) by mail: VALUE PLUS ENERGY, attention: Customer Service, 1691 Michigan Ave., Suite 425, Miami Beach, Florida 33139.

A handwritten signature in black ink, appearing to read "Nino C. Silvestri".

Nino Silvestri
Chief Executive Officer
VALUE PLUS ENERGY

company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term of this Agreement; or (e) VALUE PLUS ENERGY is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, PUC codes/rules or other PUC documents, or any other change in law (collectively, "**Change in Law**") which materially and adversely affects VALUE PLUS ENERGY's Electricity retailing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Customer cancels or terminates this agreement prior to the expiration date, Customer will not be liable for any early cancellation or termination charges.

9. PRIVACY. Customer freely and voluntarily acknowledges and consents to VALUE PLUS ENERGY collecting, recording, maintaining, using and disclosing Customer's personal information, including Customer's phone number and historical billing data ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from VALUE PLUS ENERGY and its affiliates. Customer consents to VALUE PLUS ENERGY entering into arrangements related to the supply of Energy to Customer hereto that require disclosure of Customer's Information. Customer hereby consents to VALUE PLUS ENERGY disclosing Customer's Information to Customers EDC/Utility, VALUE PLUS ENERGY's current and prospective suppliers, advisors, creditors and service providers. Customer understands that Customer can provide written notice to VALUE PLUS ENERGY at any time to stop using Customer's Customer Information by contacting VALUE PLUS ENERGY by phone or in writing. Customer also acknowledges that VALUE PLUS ENERGY may disclose Customer's Information without consent as required by law. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

10. ASSIGNMENT. VALUE PLUS ENERGY, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Customer's consent, and shall provide prior notice to taking such action, as required (30 days). This Agreement shall be binding upon and enure to the benefit of VALUE PLUS ENERGY's and Customer's respective successors and assigns, and the terms and conditions of the contract will remain unchanged.

11. CONSUMER PROTECTIONS. The services provided by VALUE PLUS ENERGY to Customer are governed by the Agreement and the rules of the PUC. A complete text of the PUC Customer Protection Rules can be found in the Pennsylvania Code, Title 52, Public Utilities at: www.pacode.com/secure/data/052/chapter54/subchapAtoc.html and www.pacode.com/secure/data/052/chapter56/chap56toc.html.

12. CANCELLATION BY VALUE PLUS ENERGY. Customer may rescind this Agreement by midnight of the 10th night after receipt of this Agreement, by contacting VALUE PLUS ENERGY by phone at 1-844-333-6667. The customer may also send in a cancellation request by writing to the customerservice@valueplusenergy.com. Customer is liable for all VALUE PLUS ENERGY charges until Customer returns to Customer's EDC/Utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

13. EMERGENCY SERVICE CONTACTS. In case of emergency Customer should contact Customer's EDC/Utility and not VALUE PLUS ENERGY.

14. ELECTRICITY CHANGE IN TERMS. In the event that VALUE PLUS ENERGY for unforeseen economic circumstances is not able to provide Electricity supply to Customer under the terms of the Agreement, VALUE PLUS ENERGY will send Customer two (2) advance notices ("**Economic Notice**"), the first notice will be sent to Customer between 45-60 days prior to the effective date of the changes, and the second notice, no later than 30 days prior to the effective date of the changes. VALUE PLUS ENERGY will explain Customer's options in these two (2) advance notices. Customer must positively affirm with VALUE PLUS ENERGY in writing or recorded telephone conversation, Customer's acceptance of the changes. If customer does not positively affirm with VALUE PLUS ENERGY the proposed changes in the Economic Notice, the proposed changes will be deemed rejected by Customer. If rejected, Customer is free to pursue other opportunities in the market without Penalties or Fees. If customer does not choose another Electricity supplier, Customer will be returned to default service with the EDC/Utility.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
v.	:	Docket No. C-2023-3041126
Planet Energy (Pennsylvania) Corp. d/b/a	:	
RiteRate Energy d/b/a Value Plus Energy,	:	
Respondent	:	

VERIFICATION

I, Morgan N. DeAngelo, hereby state that the facts set forth in my Direct Testimony, OCA Statement 1, are true and correct (or are true and correct to the best of my knowledge, information, and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: November 30, 2023
*4865-4872-1044

Signature: Morgan N. DeAngelo
Morgan N. DeAngelo

Consultant Address: Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923



COMMONWEALTH OF PENNSYLVANIA



PATRICK M. CICERO
Consumer Advocate

OFFICE OF CONSUMER ADVOCATE
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, Pennsylvania 17101-1923
(717) 783-5048
(800) 684-6560

@pa_oca
/pennoca
FAX (717) 783-7152
consumer@paoca.org
www.oca.pa.gov

January 4, 2024

Via Electronic Mail Only

The Honorable John M. Coogan
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement,
Complainant

v.

Planet Energy (Pennsylvania) Corporation d/b/a
RiteRate Energy d/b/a Value Plus Energy,
Respondent
Docket No. C-2023-3041126

Dear Judge Coogan:

Enclosed please find a copy of the Rebuttal Testimony being submitted on behalf of the Office of Consumer Advocate in the above-referenced proceeding, as follows:

OCA Statement 1R: Rebuttal Testimony of Morgan N. DeAngelo

Copies have been served as indicated on the enclosed Certificate of Service, in accordance with the Scheduling Order dated September 20, 2023.

Respectfully submitted,

/s/ Christopher M. Andreoli
Christopher M. Andreoli
Assistant Consumer Advocate
PA Attorney I.D. # 85676
CAndreoli@paoca.org

Enclosures:

cc: PUC Secretary Rosemary Chiavetta, (Letter and Certificate of Service Only)
Certificate of Service

*4881-9647-2985

CERTIFICATE OF SERVICE

Pennsylvania Public Utility Commission, :
Bureau of Investigation and Enforcement, :
Complainant :
v. : Docket No. C-2023-3041126
Planet Energy (Pennsylvania) Corp. d/b/a :
RiteRate Energy d/b/a Value Plus Energy, :
Respondent :

I hereby certify that I have this day served a true copy of the following document, the Office of Consumer Advocate's Rebuttal Testimony as follows:

OCA Statement 1R: Rebuttal Testimony of Morgan N. DeAngelo
upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Dated this 4th day of January 2024.

SERVICE BY E-MAIL ONLY

Michael L. Swindler, Esquire
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120
mwindler@pa.gov
Counsel for I&E

Sharon E. Webb, Esquire
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101-1923
swebb@pa.gov
Counsel for OSBA

Jordan Small, VP
Planet Energy Corporation
1691 Michigan Avenue, Suite 425
Miami Beach, FL 33139
jsmall@planetenergy.ca
Counsel for Planet Energy

Brian Boyle, Esquire
Jayne Risk, Esquire
DLA Piper
1650 Market Street, Suite 5000
Philadelphia, PA 19103
brian.boyle@us.dlapiper.com
jayne.risk@us.dlapiper.com

/s/ Christopher M. Andreoli
Christopher M. Andreoli
Assistant Consumer Advocate
PA Attorney I.D. # 85676
CAndreoli@paoca.org

Christine Maloni Hoover
Deputy Consumer Advocate
PA Attorney I.D. # 50026
CHoover@paoca.org

David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
DEvrard@paoca.org

Counsel for:
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
Phone: (717) 783-5048
Dated: January 4, 2024
*4887-3701-3913

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	Docket No. C-2023-3041126
v.	:	
Planet Energy (Pennsylvania) Corp. d/b/a	:	
RiteRate Energy d/b/a Value Plus Energy,	:	
Respondent	:	

Rebuttal Testimony

of

Morgan N. DeAngelo

on Behalf of
the Pennsylvania Office of Consumer Advocate

January 4, 2024

Table of Contents

Introduction..... 1
Summary of Direct Testimony..... 1
Response to Jordan Small’s Direct Testimony (Statement 1) 2
Conclusion 4

1 **Introduction**

2 **Q. Please state your name, business address and occupation.**

3 A. My name is Morgan N. DeAngelo. My business address is 555 Walnut Street, Forum
4 Place, 5th Floor, Harrisburg, Pennsylvania 17101. I am currently employed as a
5 Regulatory Analyst by the Pennsylvania Office of Consumer Advocate (OCA).

6 **Q. Have you previously provided testimony in this case?**

7 A. Yes. I provided Direct Testimony on November 30, 2023, in OCA Statement 1.

8 **Q. What is the purpose of your Rebuttal Testimony?**

9 A. The purpose of my Rebuttal Testimony is to respond to the Direct Testimony of Jordan
10 Small prepared on behalf of Planet Energy (Pennsylvania) Corporation D/B/A RiteRate
11 Energy D/B/A Value Plus Energy (Planet Energy or Company). My Rebuttal Testimony
12 is limited to responding to the assertions of Mr. Small that Planet Energy's actions did
13 not have a negative financial impact on its customers.

14 **Q. Did any of the Rebuttal Testimony you reviewed cause you to change your positions
15 and recommendations as stated in your Direct Testimony?**

16 A. No. To the extent I do not address a particular statement or position raised in the Rebuttal
17 Testimonies filed in this case, it does not constitute my agreement with the same.

18 **Summary of Direct Testimony**

19 **Q. Please summarize your Direct Testimony.**

20 A. In my Direct Testimony, I provided an analysis of the actions of Planet Energy as a
21 licensed Electric Generation Supplier (EGS) with the Pennsylvania Public Utility

1 Commission (Commission), and the OCA’s concerns with how these actions violated the
2 Commission’s regulations, the Public Utility Code, and Planet Energy’s contracts with
3 consumers, in addition to the impact it had on Planet Energy customers.

4 **Response to Jordan Small’s Direct Testimony (Statement 1)**

5 **Q. In Statement 1, page 25, lines 586-587, Mr. Small stated, “In fact, many customers**
6 **financially benefited from Planet Energy’s actions because of lower costs when**
7 **returned to the system.” Please respond.**

8 A. Mr. Small claimed that “many” customers financially benefited from Planet Energy’s
9 actions. While this may be true for some of the customers, this is not true for all and use
10 of the word “many” obscures the harm. To be sure, customers who returned to lower
11 priced default service may have benefited in the short term, but these customers also lost
12 the guarantee of their contract rate. Furthermore, based on the OCA’s analysis, on net,
13 customers, as a whole, were financially harmed as a result of Planet Energy’s decision to
14 immediately return customers to default service rather than provide them with 45-60
15 days’ notice and allow them to decide whether to shop for another contract or return at
16 the end of that period. Simply because some of the customers had a benefit does not
17 excuse the fact that Planet Energy violated its contracts with *all* of its customers by
18 immediately terminating them without notice. My Direct Testimony discussed the
19 allegations submitted in the Bureau of Investigation and Enforcement (I&E) on page 2,
20 lines 19-23 and page 3, lines 1-18, which identified 5,690 Planet Energy customers that
21 were affected by the abandonment of service.

1 **Q. In Statement 1, page 30, lines 704-706, Mr. Small stated “One important factor**
2 **which was ignored by I&E within the Formal Complaint, is that there are a**
3 **significant number of customers who were reverted to system supply, saw a decrease**
4 **in their supply costs. In short, their bills and costs went down, not up.”. Please**
5 **respond.**

6 A. As I explained above, this may be true for some of the customers, but it is not true for all.
7 Additionally, page 30, lines 707-708, Mr. Small stated, “The failure to acknowledge this
8 reality within the Formal Complaint is unreasonable.”. However, the reality is, there were
9 still a number of customers who were reverted to the system supply and did not see a
10 decrease in their supply costs. It is inappropriate to claim this as an important factor to
11 excuse the violations. Planet Energy gave no consideration to its customers when it
12 dropped them without any notice. Since Planet Energy appears to have returned all
13 customers at or around the same time, it is clear that the Company did not choose to only
14 drop without notice those customers who would have financially benefitted from an
15 immediate return to default service.

16 **Q. Does Mr. Small indicate any amounts of savings or spending customers were faced**
17 **with when they were reverted to default supply?**

18 A. Yes. On page 31, lines 728-734 he stated the following:

19 “However, it should be noted that for customers which saw an increase in their bills,
20 many only saw an increase of \$0.004 per kWh. For context, an average median
21 residential customer using approximately 800 kWh’s per month, which means that
22 the customers billed usage would have decreased by approximately \$3.20 for the
23 month. Conversely, for the customers which saw a decrease in their bills, many saw
24 a decrease of \$0.02 per kWh. Using the same average of 800 kWh’s per month,
25 customers billed usage would have decreased by \$16.00 for the month.”.

1 **Q. Do you have a response to this?**

2 A. Yes. Mr. Small makes these claims, however there weren't any exhibits to support them.
 3 Additionally, he stated "Upon review of the applicable system supply prices per utility,
 4 approximately 28% of Planet Energy's customers saw an increase in electricity supply
 5 prices upon being reverted to system supply. Conversely, approximately 72% of
 6 customers either saw no change in their pricing or saw a decrease in pricing from being
 7 reverted to system supply." (page 20, lines 723-727). As stated in my direct testimony on
 8 page 5, lines 16-17, the OCA has estimated an approximate range of \$150,000 - \$200,000
 9 worth of lost savings to the impacted customers. The OCA issued Set 1 interrogatories in
 10 this matter, however, to get the workpapers that Mr. Small used to reach the conclusions
 11 in his testimony. As such, I cannot form a full conclusion until the responses and
 12 workpapers are received.

13 **Conclusion**

14 **Q. Please restate your conclusion and recommendations that were made in your Direct**
 15 **Testimony.**

16 A. In conclusion, it is evident that Planet Energy's actions violated multiple sections of the
 17 Public Utility Commission's regulations and its own contracts. The Commission should:
 18 (1) make a specific finding that Planet Energy's actions violated the Commission's
 19 regulations and the terms of its contracts;
 20 (2) require Planet Energy to make a specific calculation of the amount of lost savings that
 21 occurred based on 60 days at its contract rates as compared to then applicable price to
 22 compare in each electric distribution company service territory and report this

1 information to the Commission and the parties to this case make a specific finding to this
2 effect;

3 (3) *request* that Planet Energy return lost savings to consumers who were impacted by its
4 actions; and,

5 (4) if Planet Energy chooses not to return lost savings to consumers based on the
6 Commission request, the Commission should consider whether, based on the record
7 before it, it can make a claim against the valid letter of credit on file with the Commission
8 on behalf of affected consumers. This action is contemplated by Section 2809(c) and the
9 terms of the letter of credit itself.

10 **Q. Does this conclude your Rebuttal Testimony?**

11 A. Yes. However, I reserve the right to modify it if necessary.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
v.	:	Docket No. C-2023-3041126
Planet Energy (Pennsylvania) Corp. d/b/a	:	
RiteRate Energy d/b/a Value Plus Energy,	:	
Respondent	:	

VERIFICATION

I, Morgan N. DeAngelo, hereby state that the facts set forth in my Rebuttal Testimony, OCA Statement 1R, are true and correct (or are true and correct to the best of my knowledge, information, and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: January 4, 2024
*4895-5680-3737

Signature: Morgan N. DeAngelo
Morgan N. DeAngelo

Consultant Address: Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923