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MERCER COUNTY
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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, MERCER COUNTY
DOCKET NO. MER-C-32-14

JOHN J. HOFFMAN, Acting Attorney General of the State of New Jersey, THE NEW JERSEY BOARD OF PUBLIC UTILITIES, and STEVE C. LEE, Acting Director of the New Jersey Division of Consumer Affairs, Plaintiffs, v. HIKO ENERGY, LLC, JANE AND JOHN DOES 1-20, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of HIKO ENERGY, LLC, and XYZ CORPORATIONS 1-10, Defendant.	Civil Action **FINAL CONSENT JUDGMENT**

The parties to this Action and Final Consent Judgment ("Consent Judgment") are plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey, the New Jersey Board of Public Utilities, and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs (collectively, "Plaintiffs"), and defendant HIKO Energy LLC ("HIKO" or "Defendant") (collectively, "Parties"). As evidenced by their signatures below, the Parties consent to the entry of

this Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind. The Parties consent to entry of this Consent Judgment to avoid the expense and uncertainty associated with further investigation and/or litigation.

PRELIMINARY STATEMENT

Plaintiffs commenced this Action on May 23, 2014, alleging that Defendant, a third party energy supplier ("TPS"), violated the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. ("EDECA"), the Regulations Governing Energy Licensing and Registration, N.J.A.C. 14:4-5.1 et seq. ("Energy Licensing and Registration Regulations"), Regulations Governing Retail Choice Consumer Protection, N.J.A.C. 14:4-7.1 et seq. ("Retail Choice Consumer Protection Regulations"), the Regulations Governing Energy Anti-Slamming, N.J.A.C. 14:4-2.1 et seq. ("Energy Anti-Slamming Regulations"), the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"), as well as the Plain Language Act, N.J.S.A. 56:12-1 et seq. ("PLA") arising from its Advertisement and Sale, through telephone and door-to-door solicitations, of Electric Generation Service and/or Gas Supply Service. Specifically, Plaintiffs alleged, among other things, that Defendant guaranteed Consumers monthly savings of up to 10% for the first six months on their monthly electric and gas bills, then failed to deliver such savings, signed up Consumers without the proper authorization, and failed to respond to Consumer complaints, inquiries and cancellation requests. Defendant has denied the allegations.

The Court has reviewed the terms of this Consent Judgment and based upon the Parties' agreement and for good cause shown:

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Mercer County. However, nothing in this Section 2, or in Section 1 above, is intended to – nor shall it have any effect on – BPU's jurisdiction over Third Party Supplier licensure of Defendant.

3. EFFECTIVE DATE

3.1 This Consent Judgment shall be effective on the date that it is entered with the Court ("Effective Date").

4. DEFINITIONS

As used in this Consent Judgment, the following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Judgment:

4.1 "Action" shall refer to the matter titled John J. Hoffman, Acting Attorney General of the State of New Jersey, The New Jersey Board of Public Utilities, and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs v. HIKO Energy, LLC, Superior Court of New Jersey, Chancery Division, Mercer County, Docket No. MER-C-32-14, and all pleadings and

proceedings related thereto, including the Complaint, filed May 23, 2014.

4.2 "Account Holder" shall refer to the Person in whose name an account for Electric Generation Service and/or Gas Supply Service is listed and whose name appears on any LDC billing statement and who is responsible for paying the bill, as well as that Person's spouse or authorized adult child.

4.3 "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(c) and N.J.A.C. 14:4-1.2. This definition applies to other forms of the word "Advertisement" including, without limitation, "Advertised" and "Advertising." For purposes of this Consent Judgment, "Advertisement" shall also include Marketing as defined at N.J.A.C. 14:4-1.2.

4.4 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

4.5 "BPU" shall refer to the New Jersey Board of Public Utilities.

4.6 "Clear and Conspicuous" or "Clearly and Conspicuously" shall mean a statement that, regardless of the medium in which it is made, is presented in such size, color, contrast, duration, location and audibility, compared to the other information with which it is presented, that it is readily apparent and understandable and in language and in terms used in accordance with their common or ordinary usage and meaning. If such statement modifies, explains or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, explains or clarifies in a manner that is readily apparent and understandable.

4.7 "Consumer" shall refer to any Person who is offered Merchandise for Sale.

4.8 "Division" or "Division of Consumer Affairs" shall refer to the New Jersey Division of Consumer Affairs.

4.9 "Electric Generation Service" shall be defined in accordance with N.J.A.C. 14:4-1.2.

4.10 "First Six Months Savings Guarantee" shall mean all percentage guarantees provided to Consumers in the HIKO Contract and/or Welcome Letter, including, but not limited to: (a) a 10% guaranteed rate reduction for the first six (6) months of the contract; and (b) a 1-7% guaranteed rate reduction for the first six (6) months of the contract.

4.11 "Gas Supply Service" shall be defined in accordance with N.J.A.C. 14:4-1.2.

4.12 "HIKO Contract" shall refer to the agreement presented to Consumers for signature during door-to-door solicitations for Electric Generation Service and/or Gas Supply Service which is entitled "Third Party Supplier ("TPS") NJ Electric Generation and Natural Gas Supply Agreement and Authorization."

4.13 "HIKO Website" shall refer to the website located at www.hikoenergy.com as well as any other website operated by or on behalf of HIKO in which HIKO's Electric Generation Service and/or Gas Supply Service is Advertised, offered for Sale and sold.

4.14 "LDC" refers to local distribution company and shall be defined in accordance with N.J.A.C. 14:4-1.2.

4.15 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c) and shall include, but not be limited to, Electric Generation Service and/or Gas Supply Service.

4.16 "New Jersey" and "State" shall refer to the State of New Jersey.

4.17 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d) and N.J.A.C. 14:4-1.2.

4.18 "Restitution" shall refer to the payments to be made to Consumers pursuant to Section 6.

4.19 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).

4.20 "Sales Representative" shall be defined in accordance with N.J.S.A. 48:3-51.

4.21 "Slamming" shall refer to the unauthorized changes of a Consumer's electric power supplier or gas supplier, as defined in accordance with N.J.A.C. 14:4-1.2.

4.22 "Terms and Conditions" shall refer to the document which details the service agreement between the Account Holder and HIKO and which is mailed to Consumers who switch to HIKO services by telephone or internet. In the past, this document has also been mailed to Consumers who have signed up for HIKO services during door-to-door solicitations.

4.23 "Verification Calls" shall refer to the telephone calls made during door-to-door solicitations or telephone solicitations, during which a Verifier confirms that Consumers are voluntarily switching their Electric Generation Service and/or Gas Supply Service from the Consumers' current LDC or TPS to HIKO.

4.24 "Verifier" means any Person employed by HIKO, as well as its subsidiaries, affiliates, successors, assigns, and subcontractors or any Person acting or purporting to act on HIKO's behalf, who is engaged in the confirmation of Consumers' switch from their current LDC or TPS to HIKO during a Verification Call.

4.25 "Welcome Letter" shall refer to the letter sent to Consumers who switch their Electric Generation Service and/or Gas Supply Service from their LDC or TPS to HIKO, welcoming them to HIKO and further stating the details concerning the offer the Consumers had chosen.

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and shall comply with such State and/or Federal laws, rules and regulations as now constituted, including, but not limited to, the EDECA, the Energy Licensing and Registration Regulations, the Retail Choice Consumer Protection Regulations, the Energy Anti-Slamming Regulations, the CFA, the Advertising Regulations and the PLA.

Slamming:

5.2 Defendant shall not switch Consumers from their current LDC or TPS to HIKO without proper authorization, as required by N.J.A.C. 14:4-7.6(a).

5.3 Defendant shall only switch Consumers from their current LDC or TPS to HIKO if they are also the Account Holder.

5.4 During solicitations, Defendant shall not attempt to convince a Person who is not the Account Holder to switch the Consumer's Electric Generation Service and/or Gas Supply Service from the Account Holder's current LDC to TPS to HIKO Energy.

5.5 Defendant shall not include on the HIKO Contract a signature of a Person who is not the Account Holder.

5.6 Defendant shall not permit a Consumer's Electric Generation Service and/or Gas Supply Service to be switched from the Consumer's current LDC or TPS unless the Account Holder authorizes the switch.

5.7 Defendant, who has obtained an authorization to switch a Consumer's Electric Generation Service from the Consumer's LDC or TPS to HIKO, shall not subsequently switch the Consumer's Gas Supply Service to HIKO, and vice versa, without obtaining a separate authorization, as required by N.J.A.C. 14:4-2.3(d).

Door-to-Door and Telephone Solicitations and Verification Calls:

5.8 At the beginning of a door-to-door solicitation and/or telephone solicitation, a Sales Representative shall confirm that the Consumer being solicited is the Account Holder.

5.9 If the Sales Representative determines that the Consumer being solicited is not the Account Holder, the solicitation shall immediately cease.

5.10 If the Sales Representative determines that the Person being solicited has difficulty

understanding or communicating in English, the solicitation shall immediately cease if the Sales Representative does not speak the Person's primary language and, in the case of a door-to-door solicitation, the HIKO Contract and other Advertising materials, including the Consumer bill of rights, are not available, during the solicitation, in the primary language.

5.11 The Sales Representative shall not make any false or misleading statements, directly or indirectly, to induce an Account Holder to switch from his/her LDC to HIKO.

5.12 The Sales Representative shall not represent, directly or indirectly, that the Sales Representative is an employee of any LDC (e.g. PSE&G), is there on behalf of an LDC, is working in cooperation with or is in anyway associated with or affiliated with an LDC or any other TPS.

5.13 The Sales Representative shall not wear or display any symbols, words, documents, identification cards or other items than indicate or suggest in any way that the Sales Representative is a representative of any entity other than HIKO.

5.14 Defendant shall take measures to ensure that door-to-door marketers affirmatively identify themselves as representatives of HIKO and wear a cap, jacket, shirt, lanyard or other clothing branded with HIKO logos that is visible to the Consumer as well as display accurate photo identification.

5.15 The Sales Representative shall not represent that HIKO is a "local branch," a subsidiary, or in any way a part of the corporate structure of PSE&G or any other LDC.

5.16 The Sales Representative shall not represent, directly or indirectly, that HIKO is providing a service that is "authorized by" or "approved by" PSE&G or any other LDC.

5.17 The Sales Representative shall Clearly and Conspicuously disclose at the beginning of the solicitation that he/she represents HIKO which is an entity separate and apart from the Consumer's LDC and affirmatively represent that the purpose of the solicitation is to sell products

and services offered by HIKO and not the LDC.

5.18 The Sales Representative shall not make any representations, directly or indirectly, about savings including, but not limited to, a specific percentage savings, that a Consumer may realize from switching to HIKO that are not fully substantiated by a recently conducted comparison of HIKO's pricing to the Consumer's current LDC or TPS for comparable services, which substantiation shall be available upon request to the Plaintiffs or to Consumers.

5.19 The Sales Representative shall not represent that HIKO's Electric Generation Service and/or Gas Supply Service charges will always be lower than the Consumer's current LDC when such is not the case.

5.20 The Sales Representative shall not represent to Consumers that HIKO's Electric Generation Service and/or Gas Supply Service charges will never be more than the Consumer's current LDC rates, when such is not the case.

5.21 If Defendant solicits pursuant to a specific written savings guarantee, such as the First Six Months Savings Guarantee, then Defendant must honor that savings plan.

5.22 If Defendant represents that after the First Six Months Savings Guarantee, the Account Holder will be switched to a variable "competitive market rate plan" or if Defendant solicits pursuant to a variable rate plan from the commencement of the switch, then Defendant must Clearly and Conspicuously disclose that: (a) Defendant's costs to supply this energy varies from month-to-month; and (b) an Account Holder's monthly Electric Generation Service and/or Gas Supply Service may be greater or less than the costs that the Consumer would have incurred if the Consumer had continued to purchase such services from his/her LDC.

5.23 Defendant shall Clearly and Conspicuously disclose that, in addition to the charges from HIKO, the Consumer will continue to receive delivery charges from his/her current LDC on the

Consumer's bill.

5.24 Defendant shall Clearly and Conspicuously disclose that: (a) while a Consumer can cancel or "opt out" at any time, it typically takes between one to two billing cycles or 30 to 60 days for a Consumer's service to be switched back to his/her original LDC or to another TPS; and (b) the Consumer will continue to receive Electric Generation Service and/or Gas Supply Service charges from HIKO during that time period.

5.25 A Sales Representative shall not instruct a Consumer to "just say yes" to any of the questions during the Verification Call.

5.26 A Sales Representative shall not assist a Consumer in any way during the Verification Call.

5.27 If the Customer has difficulty understanding or communicating in English, then the Verification Call must take place in the Customer's primary language.

5.28 In the case of a Consumer who has been signed up during a telephone solicitation, Defendant shall provide the Terms and Conditions and all other applicable documents in a timely manner, as required by N.J.A.C. 14:4-7.6(a).

HIKO Website Solicitation:

5.29 Within fifteen (15) days of the Effective Date, Defendant shall revise the HIKO Website to include its electric generation supplier license number and its gas supplier license number issued by BPU, as required by N.J.A.C. 14:4-7.4(a)(5).

5.30 Within fifteen (15) days of the Effective Date, Defendant shall revise the HIKO Website to include a statement identifying the LDC(s) in whose service territory(ies) Defendant is offering Advertised services, as required by N.J.A.C. 14:4-7.4(a)(6).

5.31 Within fifteen (15) days of the Effective Date, Defendant shall revise the HIKO

Website to include a statement indicating whether or not Defendant offers budget billing, as required by N.J.A.C. 14:4-7.4(a)(8). If HIKO offers budget billing, HIKO shall Clearly and Conspicuously set forth instructions as to how an Account Holder can establish budget billing for the account.

5.32 Within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Website to include pricing information for its Electric Generation Service and Gas Supply Service, as required by N.J.A.C. 14:4-7.4(b) (1) and (2).

5.33 Within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Website to include a Clear and Conspicuous chart of the final unit price per therm and per kWh that HIKO charged Consumers for the preceding six (6) months period pursuant to each promotional offer during that period, as well as a comparison to LDC rates during the same time period. Defendant's listed unit price shall include all costs associated with supplying the Electric Generation Service and Gas Supply Service including, but not limited to, transportation. By way of example, the unit prices on this chart shall be the unit prices that HIKO provides to the LDCs to include on a Consumer's billing statement.

5.34 Within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Website to include a statement that switching to a competitive TPS is not mandatory and that the Consumer has the option of remaining with the LDC, as required by N.J.A.C. 14:4-7.4(f).

5.35 Within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Website so that it displays all required disclosures and Terms and Conditions, as one or multiple unavoidable separate screen page(s) during the enrollment process. Defendant shall require new customers to acknowledge that they have reviewed the Terms and Conditions, which the Consumer shall be able to print, before proceeding to complete enrollment.

5.36 Within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO

Website so that New Jersey Consumers who switch to HIKO via the internet obtain Terms and Conditions applicable to New Jersey.

HIKO Contract/Terms and Conditions/ Welcome Letters:

5.37 Defendant shall not send to Consumers who switch to HIKO during door-to-door solicitations, a separate Terms and Conditions document.

5.38 Defendant shall not require Consumers to reference and/or piece together the contents of more than one document to create the total agreement between HIKO and the Consumer.

5.39 Defendant shall provide to Consumers the complete and full terms and conditions of any service that HIKO provides to the Consumers in one, clearly legible document. HIKO shall not issue to the Consumers or place on HIKO's Website, any document or statement that contains any term or condition at variance with the terms and conditions provided to Consumers.

5.40 Defendant shall not include in the HIKO Contract, its Terms and Conditions and/or its Welcome Letters contradictory and/or inconsistent provisions.

5.41 Defendant shall not include in the HIKO Contract and/or the Terms and Conditions inconsistent provisions as to contract duration.

5.42 Defendant shall not include in the HIKO Contract and/or the Terms and Conditions inconsistent provisions as to the time frame for the right to rescission.

5.43 Defendant shall not include in the HIKO Contract and/or the Terms and Conditions a New Jersey business address where no HIKO office is actually located.

5.44 Defendant shall not include in the HIKO Contract and/or the Terms and Conditions a liability provision that waives any right New Jersey Consumers have under New Jersey or Federal consumer protection law.

5.45 Defendant shall not include in the HIKO Contract and/or the Terms and Conditions a

choice of law provision that waives any right New Jersey Consumers have under New Jersey or Federal consumer protection laws.

5.46 Defendant shall not include in the HIKO Contract a First Six Months Savings Guarantee and also include any contradictory statement such as: "unless otherwise agreed to in writing, the price each month may be lower or higher than the LDC Price."

5.47 Defendant shall not reference a "fixed rate plan" or reference "fixed rate pricing" concerning Electric Generation Service and/or Gas Supply Service in the HIKO Contract and/or its Terms and Conditions if HIKO Energy does not offer such fixed rate plans.

5.48 By November 15, 2014, Defendant shall revise the HIKO Contract to comply with the requirements of the BPU Order, dated September 30, 2014, Docket No. EX14060679, and attached as Exhibit A.

5.49 Within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Contract to include all relevant terms and conditions and shall not provide a separate Terms and Conditions to Consumers who sign-up via a door-to-door solicitation.

5.50 Defendant shall only use the Terms and Conditions for Consumers who switch to HIKO via the internet or during a telephone solicitation and are not otherwise required to sign the HIKO Contract.

5.51 Within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Contract, Terms and Conditions and Welcome Letter to eliminate all contradictory and/or inconsistent statements including, but not limited to, contract duration.

5.52 Within forty-five (45) days of the Effective Date, Defendant shall revise its Terms and Conditions to eliminate mention of a three (3) business day right of rescission, and to reflect a seven (7) day right of rescission for residential Consumers, as required by N.J.A.C. 14:4-7.6(b)(4).

5.53 Within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Contract, the Terms and Conditions, the Welcome Letter and the HIKO Website to include the address of its New Jersey office.

5.54 Within forty-five (45) days of the Effective Date, Defendant shall revise the liability provision of the HIKO Contract and the Terms and Conditions to eliminate any waiver of rights New Jersey Consumers have under New Jersey or Federal Consumer protection laws, in accordance with N.J.A.C. 14:4-7.6(b)(6).

5.55 Within forty-five (45) days of the Effective Date, Defendant shall revise the choice of law provision of the HIKO Contract and the Terms and Conditions to eliminate any waiver of rights New Jersey consumers have under New Jersey or Federal Consumer protection laws, in accordance with N.J.A.C. 14:4-7.6(b)(6).

5.56 Defendant shall revise the HIKO Contract and the Terms and Conditions to include a Clear and Conspicuous statement of the precise mechanism or formula by which the price for electric and/or gas supply will be determined, as required by N.J.A.C. 14:4-7.6(b)(2)

5.57 If Defendant chooses to include in the HIKO Contract and the Terms and Conditions a percentage savings basis, within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Contract and the Terms and Conditions to Clearly and Conspicuously state the percentage savings being guaranteed, as well as the price or charges to which the percentage savings is being compared, as required by N.J.A.C. 14:4-7.6(b)(2).

5.58 Defendant shall revise its Terms and Conditions to eliminate a reference to a non-existent signature block.

5.59 Within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Contract which contains a First Six Months Savings Guarantee to remove the statement "unless

otherwise agreed to in writing, the price each month may be lower or higher than the LDC Price," as applicable to the First Six Months Savings Guarantee time period.

5.60 If Defendant chooses to no longer offer guaranteed savings, within forty-five (45) days of the Effective Date, Defendant shall revise the HIKO Contract, the Terms and Conditions, Welcome Letter and the HIKO Website and all other relevant written materials to eliminate any such reference.

5.61 Defendant shall provide to Consumers all relevant documents in the time frames required by N.J.A.C. 14:4-7.6(a).

Customer Service:

5.62 On or before the Effective Date, Defendant shall establish an office in New Jersey where, among other things, Consumers can obtain access to a customer service representative and access to their customer records.

5.63 Defendant shall use good faith efforts to respond to and resolve all Consumer complaints promptly, as required by N.J.A.C. 14:4-7.9(a).

5.64 Defendant shall respond to all Consumer e-mails and/or voice mails, in accordance with N.J.A.C. 14:4-7.9(a).

5.65 Defendant shall adhere to its own dispute resolution protocol as stated in the HIKO Contract and Terms and Conditions, in accordance with N.J.A.C. 14:4-7.9(a).

5.66 Defendant shall adequately notify all complaining Consumers, whether they complain in-person, by telephone, e-mail or by letter, that the Consumer can contact BPU to request an alternate dispute resolution procedure or to file a formal complaint, as required by N.J.A.C. 14:4-7.9(b).

5.67 Defendant shall maintain a customer service representative who is available by toll-

free telephone during normal New Jersey business hours, as required by N.J.A.C. 14:4-5.2(c)(2).

5.68 Defendant shall maintain a regulatory affairs representative available by telephone during normal New Jersey business hours to facilitate the resolution of billing complaints and other problems, as required by N.J.A.C. 14:4-5.2(c)(3)(ii).

5.69 Defendant shall staff its customer service department at levels sufficient to provide Consumers with immediate access, within normal business hours, to a "live" customer service representative, whether the Consumer seeks such access via an office visit, telephone, and/or e-mail.

5.70 Defendant shall staff its customer service department at levels sufficient to provide a timely response to any voice mail messages left on its customer service toll-free number outside of normal business hours, but in no event, later than 24-hours after the message was left.

5.71 Defendant shall staff its customer service department at levels sufficient to provide for the check of its voice mail message system at the beginning of each day's normal business hours.

5.72 Defendant shall not permit its voice mail customer service message system to become "full" such that Consumers cannot leave a voice mail message.

5.73 Defendant shall staff its customer service department at levels sufficient to respond to all inquiries made by letter within 24 hours of receipt of said letter.

5.74 If for some reason, a customer service representative is unavailable to speak with a Consumer who has called HIKO during normal business hours, the regulatory affairs representative shall speak with the Consumer.

5.75 Defendant shall record all telephonic communications between Consumers and customer service representatives and/or regulatory affairs representatives and shall maintain such recording for a minimum of one (1) year.

Pricing:

5.76 Defendant shall not include the Six Months Savings Guarantee in the HIKO Contract and then fail to provide the guaranteed pricing.

5.77 Defendant shall provide any discounted rates represented by its Sales Representatives during door-to-door and telephone solicitations, the HIKO Contract and in Welcome Letters.

5.78 Defendant shall not represent that it offers "competitive pricing" when such is not the case.

5.79 Defendant shall provide the unit price for each kWh for Electric Generation Service to all LDCs who include charges from HIKO for Electric Generation Service on their billing statements to Consumers, as required by N.J.A.C. 14:4-7.7(c)(1).

5.80 Defendant shall provide the unit price for each therm for Gas Supply Service to all LDCs who include charges for Gas Supply Service from HIKO on their billing statements to Consumers, as required by N.J.A.C. 14:4-7.7(c)(1).

Cancellation

5.81 Whenever a Consumer informs HIKO that he/she wishes to cancel his/her active service and switch back to the LDC or to another TPS, Defendant shall notify the appropriate LDC within two (2) business days. Within two (2) business days of that notification, Defendant shall supply written evidence to the Consumer as to when the LDC was notified.

5.82 If Defendant fails to comply with Section 5.81, Defendant will bill the Consumer at the LDC rate until the switch from HIKO to the LDC is finalized.

Training

5.83 Within forty-five (45) days of the Effective Date, Defendant shall develop and implement revised training materials to ensure that its customer service representatives, regulatory

affairs representatives and Sales Representatives are familiar with the terms of this Consent Judgment. Such training shall include at a minimum:

a. The specific practices that are required and prohibited pursuant to this Consent Judgment, the EDECA, the Energy Licensing and Registration Regulations, the Retail Choice Consumer Protection Regulations, the Energy Anti-Slamming Regulations, the CFA, the Advertising Regulations, and the PLA; and

b. A description of the remedial and/or disciplinary steps that will be taken against any Sales Representative who engages in improper sales practices, including forfeiture of commissions and termination.

5.84 Defendant shall ensure that no new Sales Representatives engage in a door-to-door solicitation or telephone solicitation prior to receiving the required training.

5.85 Defendant shall ensure that all current customer service, regulatory affairs and/or Sales Representatives receive the required training within forty-five (45) days of the Effective Date.

5.86 In the event that Defendant utilizes third party vendors for the purposes of door-to-door solicitation and/or telephone sales solicitations, within forty-five (45) days of the Effective Date, Defendant shall provide such training to the employees and/or independent contractors of those third party vendors responsible for such sales solicitations.

5.87 Defendant shall maintain a written form signed by each customer service representative, regulatory affairs representative, Sales Representative and/or third party vendor manager acknowledging that he/she has received the training materials and attended the required training.

Auditing/Monitoring Sales Practices

5.88 Defendant shall record all telephone solicitations, regardless of whether they result in a Sale, between its Sales Representatives and Consumers and shall maintain recordings that result in a successful enrollment, including the marketing portion, for a period of three (3) years.

5.89 Defendant shall implement a rule that no commissions will be paid to any telemarketer for any telephonic enrollment unless a recording of the entire sales presentation is supplied to HIKO within three (3) days of the Sale.

5.90 Defendant shall record all Verification Calls pursuant to N.J.A.C. 14:4-2.3(c)(2). However, Consumers may not waive the requirement that the entire duration of the call be recorded. Defendant shall maintain recordings that result in a successful enrollment for a period of three (3) years.

5.91 Defendant shall conduct a prompt and thorough investigation of all Consumer complaints, however received including, but not limited to, reports that Sales Representatives falsely promised bill savings, misrepresented that he/she worked on behalf of the LDC, used high pressure sales tactics or failed to comply with mandatory disclosures. With respect to each Consumer complaint, Defendant shall at a minimum:

a. identify the Sales Representative;

b. review the recordings if the sales call was made by telephone;

c. review all applicable documents including, if applicable, the relevant HIKO Contract;

d. determine whether the Sales Representative engaged in deceptive or improper sales practices of any kind; and

e. resolve the Consumer's complaint in a fair and expeditious manner.

5.92 If the Consumer's complaint is received within six (6) months of the alleged enrollment and the investigation determines that any improper sales practice occurred, Defendant shall reimburse the Consumer an amount equal to the difference between what the Consumer paid Defendant and what the Consumer would have paid his/her LDC under that utility's rates during the same period.

5.93 If a Consumer's complaint concerning improper sales practices is substantiated, Defendant shall further investigate whether additional Consumers enrolled by the same Sales Representative were subjected to improper sales practices. At a minimum, such investigation shall include examination of Consumer enrollment records, sales call notes, and in the case of telephone solicitations, listening to a random selection of phone solicitations made by the relevant Sales Representative.

5.94 At least every seven (7) business days, Defendant shall randomly select no less than fifteen (15) recordings of telephone solicitations that resulted in a successful enrollment and review them for compliance with this Consent Judgment.

5.95 At least every thirty (30) days, Defendant shall randomly select no less than fifteen (15) Consumers who were signed up for HIKO services during a door-to-door solicitation and call the Consumers to inquire about the sales practices during such solicitation.

5.96 Such auditing of telephone solicitations and door-to-door solicitations shall also be triggered by a Consumer complaint, inquiry by a governmental agency or other entity such as the Better Business Bureau.

5.97 Defendant shall makes sales commissions earned by Sales Representatives subject to forfeiture whenever Defendant determines that a Consumer was subjected to deceptive or misleading sales practices. In addition, Defendant shall also take prompt and remedial and/or disciplinary action including, but not limited to, termination of the Sales Representative. In the event that the Sales Representative is employed by a third party vendor, Defendant shall ensure that the Sales Representative no longer participates in sales solicitations on behalf of HIKO.

5.98 Defendant shall employ a Compliance Officer on a full-time basis and his/or her duties shall include at a minimum:

a. developing and implementing policies and procedures to ensure that Sales Representatives and customer service representatives comply with the terms of this Consent Judgment, as well as all applicable laws and regulations;

b. developing and implementing training materials and training programs as required by Section 5.83;

c. ensuring that all required personnel receive the training referenced in Section 5.83;

d. overseeing the random audits of telephone solicitations and door-to-door solicitations; and

e. overseeing the investigation of all Consumer complaints of improper sales tactics and taking appropriate remedial action.

5.99 Within forty-five (45) days of the Effective Date, Defendant's IT Department shall implement safeguards that will detect enrollment errors, such as identifying instances in which the names on enrollment documents do not match for a particular Consumer.

5.100 In the event that Defendant files for bankruptcy, it will provide written notification to Plaintiffs within fifteen (15) days of such filing, including a copy of the filing and assigned docket number.

6. SETTLEMENT PAYMENT

6.1 The Parties have agreed to a settlement of this Action in the amount of Two Million One Hundred Thousand and 00/100 Dollars ($2,100,000.00) ("Settlement Payment").

6.2 The Settlement Payment consists of the following: One Million Eight Hundred Fifty Thousand and 00/100 Dollars ($1,850,000.00) in Restitution, pursuant to the EDECA, N.J.S.A. 48:3-82, the Anti-Slamming Regulations, N.J.A.C. 14:4-2.7(e) and/or N.J.A.C. 14:4-2.8(d), the CFA, N.J.S.A. 56:8-8 and the PLA N.J.S.A. 56:12-3; One Hundred Thousand and 00/100 Dollars ($100,000.00) in civil penalties, pursuant to the EDECA, N.J.S.A. 48:3-82(a)(2), 48:3-83, and 48:3-86(e), the Energy Anti-Slamming Regulations, N.J.A.C. 14:4-2.8, and the CFA, N.J.S.A. 56:8-13;

and One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) as reimbursement of Plaintiffs' attorneys' fees and investigative costs, pursuant to the EDECA, N.J.S.A. 48:3-82(c), the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19, and the PLA, N.J.S.A. 56:12-12.

6.3 Defendant shall make the Settlement Payment in the following manner:

a. Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) within three (3) business days of the Effective Date;

b. Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) on or before March 31, 2015; and

c. Six Hundred Thousand and 00/100 Dollars ($600,000.00) on or before June 1, 2015.

6.4 Defendant shall make the Settlement Payment by certified or cashier's check, wire transfer, money order or credit card made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

Cathleen O'Donnell, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

6.5 Upon making the Settlement Payment, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

6.6 Within thirty (30) days of the Effective Date, Plaintiffs shall retain Rust Consulting, Inc. to administer the distribution of Restitution referenced in Section 6.2 ("Settlement Administrator"). Plaintiffs shall pay all costs and expenses of the Settlement Administrator.

6.7 Within forty-five days (45) days of Plaintiffs' receipt of the June 1, 2015 installment of the Settlement Payment, Plaintiffs shall transfer to the Settlement Administrator the Restitution of One Million Eight Hundred Fifty Thousand and 00/100 Dollars ($1,850,000.00). Upon receipt, the Settlement Administrator shall deposit the Restitution into a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1 of the U. S. Internal Revenue Code of 1986, as amended.

6.8 Plaintiffs shall determine and distribute Restitution in their sole discretion. Any monies remaining after the Restitution process is complete, shall be retained by Plaintiffs as additional civil penalties, attorneys' fees and/or investigative costs.

6.9 The Parties agree that the entire civil penalty is payable to and for the benefit of the State and is not compensation for actual pecuniary loss. The Defendant acknowledges that the civil penalty is a nondischargeable debt under 11 U.S.C. §523(a)(7).

6.10 In the event Defendant fails to make the Settlement Payment as required under Section 6.3, Plaintiffs shall provide Defendant with written notice of non-compliance seeking payment of any unpaid portion of the Settlement Payment. Defendant shall be afforded a fifteen (15) day period from receipt of such notice within which to cure any such non-compliance.

6.11 In the event of Defendant's failure to cure any such non-compliance, Plaintiffs may move on notice or by Order to Show Cause to have a judgment entered against Defendant for any unpaid portion of the Settlement Payment. Defendant shall have the right to submit opposition to any motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date.

6.12 Upon entry by the Court of any Judgment for the unpaid portion of the Settlement Payment, Plaintiffs shall then arrange for entry of such Judgment upon the Statewide docket.

7. DISMISSAL OF ACTION

7.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action provided, however, that the Court shall retain jurisdiction to enforce the terms of the Consent Judgment.

8. GENERAL PROVISIONS

8.1 This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Judgment.

8.2 This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

8.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

8.4 This Consent Judgment contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed by or on behalf of the Plaintiffs and Defendant.

8.5 Except as otherwise explicitly provided for in this Consent Judgment, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

8.6 If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

8.7 This Consent Judgment shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Judgment

avoid compliance with this Consent Judgment.

8.8 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division, the BPU, or any other governmental unit of the State of any act or practice of the Defendant; and (b) an admission by the Defendant that any of its acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate the Consumer protection laws of the State. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Judgment; or (b) any action or proceeding involving a Released Claim (as defined in Section 9) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

8.9 The Parties represent and warrant that their signatories to this Consent Judgment have authority to act for and bind the respective Parties.

8.10 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment.

9. RELEASE

9.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on Defendant providing Restitution and making the Settlement Payment in the manner specified in Section 6, Plaintiffs hereby agree to release Defendant from any and all civil claims or Consumer related administrative

claims, to the extent permitted by State law, which the Plaintiffs brought or which Plaintiffs could have brought prior to the Effective Date against Defendant for violations of the EDECA, the Energy Licensing and Registration Regulations, the Retail Choice Consumer Protection Regulations, the Energy Anti-Slamming Regulations, the CFA, the Advertising Regulations and the PLA as alleged in the Action, as well as the matters specifically addressed in Section 5 of the Consent Judgment ("Released Claims").

9.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) actions to enforce this Consent Judgment; and (b) any claims against Defendant by any other agency or subdivision of the State.

10. PENALTIES FOR FAILURE TO COMPLY

10.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Judgment, seek sanctions for violations of this Consent Judgment or both.

10.2 The Parties agree that any future violations of the provisions of Section 5 of this Consent Judgment shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and/or N.J.S.A. 48:3-83 and that the Defendant may be liable for enhanced civil penalties.

11. COMPLIANCE WITH ALL LAWS

11.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

(a) Relieving Defendant of its obligations to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or

(b) Limiting or expanding any right the Plaintiffs may otherwise have to obtain information, documents or testimony from Defendant pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be

amended, or limiting or expanding any right Defendant may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

12. NOTICES UNDER THIS CONSENT JUDGMENT

12.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Judgment shall be sent by the United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

Cathleen O'Donnell, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Defendant:

Thomas R. Curtin, Esq.
Graham Curtin
A Professional Association
4 Headquarters Plaza
P.O. Box 1991
Morristown, New Jersey 07962-1991

Motty Shulman, Esq.
Boies, Schiller & Flexner, LLP
333 Main St.
Armonk, New York 10504

IT IS ON THE 5th DAY OF January 2015, SO ORDERED, ADJUDGED AND DECREED.

HON. PAUL INNES P.J. Ch.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: Cathleen O'Donnell Dated: 12/18, 2014

Cathleen O'Donnell
Deputy Attorney General
Consumer Fraud Prosecution Section

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: [redacted]

FOR DEFENDANT:

GRAHAM CURTIN

By: Thomas R Curtin Dated: 12/17/14, 2014

Thomas R. Curtin, Esq.

Graham Curtin
A Professional Association
4 Headquarters Plaza
P.O. Box 1991
Morristown, New Jersey 07962-1991
Telephone: (973) 401-7117

BOIES, SCHILLER & FLEXNER, LLP

By: _____ Dated: 12/18, 2014
Motty Shulman, Esq.

Boies, Schiller & Flexner, LLP
333 Main St.
Armonk, New York 10504
Telephone: (914) 749-8200

HIKO ENERGY, LLC

By: _____ Dated: 12.18, 2014
Harvey Klein, CEO

12 College Road
Monsey, New York 10952
Telephone: (845) 406-9100

EXHIBIT A

Agenda Date: 9/30/14
Agenda Item: 7F

STATE OF NEW JERSEY

Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

IN THE MATTER OF THIRD PARTY SUPPLIERS- N.J.A.C. 14:4 ET SEQ. THE BOARD'S REVIEW OF CONSUMER PROTECTION PROVISIONS OF ITS RULES CONCERNING THIRD PARTY SUPPLIERS	))))	ORDER DOCKET NO. EX14060579

Parties of Record:

Mark A. Lazaroff, Esq., Cozen O'Connor on behalf of FirstEnergy Solutions Corp.
Stefanie A. Brand, Esq., Director, Division of Rate Counsel
Divesh Gupta, Esq., Constellation NewEnergy, Inc.
Evelyn Liebman, AARP
Murray E. Bevan, Esq., Bevan, Mosca, Giuditta & Zarillo on behalf of the Retail Energy Supply Association
Craig Goodman, National Energy Marketers Association
Alexander C. Stern, Esq., PSEG Services Corporation on behalf of PSE&G, ACE, E'Town Gas, JCP&L, RECO, and SJG
Andrew K. Dembia, Esq., New Jersey Natural Gas Company
Jodi Larison, UGI Energy Services, LLC
Ambrosio Casarez, Ambit Northeast, LLC
Lauren M. Lepkoski, Esq., on behalf of Jersey Central Power & Light Company

BY THE BOARD:

Since 1999, through the Electric Discount and Energy Competition Act ("EDECA"), New Jersey deregulated the State's energy industry for residential, as well as commercial and industrial, customers. EDECA allows all New Jersey energy consumers to shop and chose the energy provider that best suits their budgets and service requirements. The New Jersey Board of Public Utilities ("Board") developed energy competition rules at N.J.A.C. 14:4 et seq., to ensure that consumer protection safeguards, inherent to traditional public utility regulation, were maintained, without unduly impeding competitive markets.

This past winter saw historic cold snaps in the North Eastern United States. These cold snaps resulted in price spikes in wholesale natural gas and electricity prices. Many New Jersey energy consumers who had exercised their right to shop for gas and/or electric supply through third party suppliers ("TPSs") and selected variable rate contracts, have asserted that they found themselves with utility bills that went up far beyond their expectations. According to

information that has been provided to the Board, in some cases, this may have been due to complicated contract terms, terms that were not sufficiently brought to customers' attention at the time they signed up with the TPSs, or lack of understanding regarding the impact that volatility in the energy market could have on their utility bills.

The Board is now reviewing its rules at N.J.A.C. 14:4 et seq. to ensure that sufficient consumer safeguards are in place for customers who shop for their energy supplier(s). As part of this process, the Board held stakeholder meetings on July 17, 2014 and September 4, 2014 to obtain input from the public, the utilities and the TPSs. Several possible modifications to the current rules were presented, commented on, and in some cases critiqued, by the stakeholders. However, there was a general consensus that it would be helpful for shopping customers to receive a standardized TPS contract summary in addition to the actual TPS contract when they sign up with a TPS for gas or electric supply.

Based upon Staff's review and the aforementioned stakeholder process, Staff recommends the Board require the TPS to provide the attached TPS Contract Summary to all TPS residential customers along with the TPS contract upon initiation or renewal of service. As a rulemaking process could not be completed by this upcoming winter, Staff recommends that the Board require the TPS to begin providing the TPS Contract Summary to customers now, rather than waiting for the completion of the rulemaking process.

DISCUSSION

The Board has reviewed this matter and, based on the information provided to the Board to date **FINDS** that a TPS Contract Summary should assist customers in understanding the terms of their TPS contracts and serve to highlight and summarize the most relevant contract terms, which could otherwise be overlooked in the fine print of a long contract. Therefore, the Board **DIRECTS** Staff to initiate a rulemaking proceeding to review the current consumer protections for customers who shop for their energy supply and, as part of that rulemaking process, to require TPSs to include a TPS Contract Summary to all residential shopping customers.

As the rulemaking process will not be completed by this winter and the Board believes it is beneficial for switching customers to begin receiving the TPS Contract Summary as soon as possible, the Board **HEREBY ORDERS** all TPSs to complete the attached TPS Contract Summary for each residential customer that they sign up or renew for service on or after November 15, 2014. The TPSs **SHALL** conspicuously display the completed TPS Contract Summary at the front of the proposed residential customer's contract, and provide it to the customer when the customer signs up for service or contracts for a renewal of service, using the delivery method selected by the customer.

Accordingly, the Board **HEREBY DIRECTS** that each TPS serving residential customers **SHALL** fill out the attached TPS Contract Summary as follows:

1. The TPS shall fill out the Contract Summary using plain language.
2. The TPS shall fill out the Contract Summary with a font size no smaller than 12 point.
3. The TPS shall fill out the sheet in a manner that it will fit on a single 8.5" x 11" page.
4. The TPS shall list the customer's name, address, and local distribution company account number at the top of the Contract Summary as shown.
5. The TPS shall utilize all of the exact headings shown in the boxes on the left side of the Contract Summary, except that the first box shall use the word "electric" or "gas" as appropriate instead of "electric/gas."

6. The TPS shall put the appropriate information in all of the boxes on the right side of the Contract Summary based upon the instructions shown in the boxes on the right side of the Contract Summary.
7. The TPS shall use gas or electric terminology as appropriate when filling out the sheet.

This Order shall be effective October 10, 2014.

DATED: 9/30/14

BOARD OF PUBLIC UTILITIES
BY:

DIANNE SOLOMON
PRESIDENT

JOSEPH L. FIORDALISO
COMMISSIONER

MARY-ANNA HOLDEN
COMMISSIONER

ATTEST:

KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities

IN THE MATTER OF THIRD PARTY SUPPLIERS - N.J.A.C. 14:4 ET SEQ. THE BOARD'S REVIEW OF CONSUMER PROTECTION PROVISIONS OF ITS RULES CONCERNING THIRD PARTY SUPPLIERS - BPU DOCKET NO. EX14060579

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Lauren M. Lepkoski, Esq.
FirstEnergy Service Company
2800 Pottsville Pike
Post Office Box 16001
Reading, PA 19612-6001
llepkoski@firstenergycorp.com

Include individual customer name, address & local distribution company account number

Third Party Supplier Contract Summary

Third Party Supplier Information: **By entering into this contract, you are agreeing to purchase your electric/gas[1] supply from this supplier.**	Name, telephone number, website, email, New Jersey mailing address and BPU license #. Plain language statement that TPS is responsible for your supply.
Price Structure	Fixed, or variable. If fixed then variable, indicate the time frame of the fixed rates. If variable for any portion of the contract, state whether or not there are any applicable ranges/ceilings and whether a price change is tied to a published index or the utility Price to Compare, or what other method the supplier will use to change the variable rate.
Generation/Supply Price	Cost per therm or kilowatt hour. If variable rate, the first billing cycle's rate. Any introductory rate with length of term.
Statement Regarding Savings	Plain language that the supply price may not always provide savings to the customer. If the contract provides for a specified level of savings, how that will be calculated (description of reference price).
Amount of time required to change from TPS back to default service or to another TPS	Provide an estimated time frame in which a consumer can expect to be switched back to the EDC/GDC or to another TPS if the consumer cancels service with the current TPS - 30 days, one billing cycle, etc.
Incentives	Any bonuses, discounts, cashback, offers. etc., and any associated terms, in plain language.
Right to Cancel/Rescind	Plain language statement that customer will have seven calendar days from the date of the LDC's confirmation notice to contact its LDC and cancel this contract.
Contract Start Date	Plain language regarding expected start of TPS service (meter reads/billing cycles/etc.)
Contract Term/Length	In months, billing cycles, or provide exact end date, etc.
Cancellation/Early Termination Fees	Yes or no. If yes, describe the amount of the fee and how to avoid that fee, if possible.
Renewal Terms	Explain what the customer's options are at the end of the contract in plain language. Also explain what happens at the end of a contract when affirmative consent is not obtained for renewal.
Distribution Company Information	Name, emergency and toll-free customer service telephone numbers, and website. Plain language statement that the GDC/EDC will continue to deliver the gas/electric and that the customer will continue to pay the GDC/EDC for this service. Plain language statement that the customer should call the GDC/EDC in the event of any emergencies/outages/etc.

[1] This document shall be prepared by the TPS using gas or electric terminology as appropriate, not both. If a customer contracts for both gas and electric supply service, a separate Contract Summary shall be completed for each service.