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Division of Consumer Affairs

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
BPU DOCKET NO. EO17080888U

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of IDT ENERGY, INC., Respondent.	Administrative Action **CONSENT ORDER**

WHEREAS this matter having been opened by the New Jersey Board of Public Utilities ("BPU") and the New Jersey Division of Consumer Affairs ("Division") (collectively, "State"), as an investigation to ascertain whether violations of the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. ("EDECA"), the 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"), the New Jersey Plain Language Review Act, N.J.S.A. 56:12-1 et seq. ("Plain Language Act"), and the Truth-in-Consumer Contract, Notice and Warranty Act, N.J.S.A. 56:12-14 et seq. ("TCCNWA"), have been or are being committed by IDT Energy, Inc., with a main business address of 520 Broad Street, Newark, New Jersey 07102 ("IDT Energy") (hereinafter referred to as the "Investigation");

WHEREAS as of November 10, 2009, IDT Energy has been engaged in the Advertisement, Marketing and Sale, through Solicitations, of Gas Supply Service and/or Electric Generation Service to Consumers in New Jersey under Gas Supplier License No. GSL-0090 and Electric Supplier License No. ESL-0081 issued by BPU;

WHEREAS the State alleges that IDT Energy: (1) engaged in aggressive and deceptive Marketing and Promotions practices; (2) switched Consumers' energy suppliers without their authorization; (3) failed to provide rates for Gas Supply Service and Electric Generation Service that were consistent with the pricing mechanisms set forth in the IDT Energy Contracts; and (4) utilized IDT Energy Contracts that included provisions that were contrary to clearly established legal rights of Consumers, or to the responsibilities of IDT Energy under New Jersey or Federal law;

WHEREAS the State and IDT Energy (collectively, "Parties") have reached an amicable agreement hereby resolving the issues in controversy and concluding the Investigation without the need for further action, and IDT Energy having voluntarily cooperated with the Investigation and consented to the entry of the within order ("Consent Order") without having admitted any fact or violation of law, and for good cause shown:

IT IS ORDERED AND AGREED as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on May 22, 2018 ("Effective Date").

2. DEFINITIONS

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

2.1 "Account Holder" shall refer to the Person in whose name an account for Gas Supply Service and/or Electric Generation 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 another adult authorized to enroll with a TPS on behalf of Account Holder.

2.2 "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 "Advertise" and "Advertised."

2.3 "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.

2.4 "Attorneys' Fees and Costs" shall refer to the attorneys' fees and investigative costs incurred by the State in connection with the Investigation pursuant to all applicable statutes and regulations, including, but not limited 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, the Plain Language Act, N.J.S.A. 56:12-12, and the TCCWNA, N.J.S.A. 56:12-17.

2.5 "Civil Penalties" shall refer to the civil penalties to be paid to the State, 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, the CFA, N.J.S.A. 56:8-13, the Plain Language Act, N.J.S.A. 56:12-3 and the TCCWNA, N.J.S.A. 56:12-17.

2.6 "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.

2.7 "Consumer" shall refer to any Person located in New Jersey who is offered Merchandise for Sale.

2.8 "Compliance Officer" shall refer to the Person employed by IDT Energy to assume the duties and responsibilities set forth in Section 3.

2.9 "Door-to-Door Solicitation" shall mean unsolicited door-to-door Marketing of a Consumer by or on behalf of IDT Energy.

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

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

2.12 "IDT Energy Brochure[s]" shall refer to any brochure through which IDT Energy has Advertised and/or Marketed Gas Supply Service and/or Electric Generation Service and includes, without limitation, any Marketing flyers provided by Sales Representatives to Consumers before they sign an IDT Energy Contract and/or complete a Verification Call.

2.13 "IDT Energy Contract" shall refer to any version of an agreement which include the "Terms and Conditions" and which is presented by or on behalf of IDT Energy to Consumers as a result of Solicitations or online enrollment for Gas Supply Service and/or Electric Generation Service.

2.14 "IDT Energy Website" shall refer to the website located at www.idtenergy.com as well as any other website operated by or on behalf of IDT Energy, to the extent such websites Market, Advertise, offer for Sale, and/or sell Electric Generation Service and/or Gas Supply Service.

2.15 "LDC" shall be defined in accordance with N.J.A.C. 14:4-1.2.

2.16 "Marketing" shall be defined in accordance with N.J.A.C. 14:4-1.2. This definition applies to other forms of the word "Marketing" including, without limitation, "Marketed."

2.17 "Merchandise" is defined in accordance with N.J.S.A. 56:8-1(c) and includes Electric Generation Service and Gas Supply Service.

2.18 "New Jersey" shall refer to the State of New Jersey.

2.19 "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.

2.20 "Polar Vortex Customers" shall refer to the Persons who were customers of IDT Energy during January, February and/or March 2014 and who, among other alleged issues, claims and violations, experienced alleged overcharges by IDT Energy on their gas and/or electric bills.

2.21 "Promotion[s]" shall refer to any offers provided by or on behalf of IDT Energy in connection with its Advertisement, Marketing and/or Sale of Gas Supply Service and/or

Electric Generation Service, including, without limitation, to any rebate program, refer a friend program, or free month(s) of gas and/or electric service programs.

2.22 "Restitution" shall refer to the amount of One Million Two Hundred Twenty Five Thousand Seven Hundred Twenty Two and 21/100 Dollars ($1,225,722.21) to be distributed to Polar Vortex Customers pursuant to the terms and conditions of this Consent Order and as authorized by the EDECA, N.J.S.A. 48:3-82, the Energy Anti-Slamming Regulations, N.J.A.C. 14:4-2.7(a) and 14:4-2.8(d), the CFA, N.J.S.A. 56:8-8, and the TCCWNA, N.J.S.A. 56:12-17.

2.23 "Rust Consulting" and "Settlement Administrator" shall refer to Rust Consulting, Inc.

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

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

2.26 "Sales and Marketing Policies" shall refer to IDT Energy's policies and procedures concerning Sales and Marketing.

2.27 "Senior Citizen" shall be defined in accordance with N.J.S.A. 56:8-1(f) and 56:8-14.2.

2.28 "Slamming" shall be defined in accordance with N.J.A.C. 14:4-1.2.

2.29 "Solicitation" shall refer to both the Door-to-Door Solicitations and Telephone Solicitations.

2.30 "Telephone Solicitation" shall mean unsolicited outbound telephone solicitation of Consumers by or on behalf of IDT Energy.

2.31 "Third Party Vendor" shall be defined as any Person hired or engaged by IDT Energy that hires a Sales Representative.

2.32 "TPS" or "Third Party Supplier" shall be defined in accordance with N.J.A.C. 14:4-1.2.

2.33 "Verification Calls" shall refer to the telephone calls made as part of Door-to-Door Solicitations or Telephone Solicitations, during which a Verifier confirms that Consumers are voluntarily switching their Gas Supply Service and/or Electric Generation Service from the Consumers' current LDC or TPS to IDT Energy, in accordance with N.J.A.C. 14:4-2.3(c)(2).

2.34 "Verifier" means any Person employed, engaged or hired by IDT Energy, as well as its subsidiaries, affiliates, successors, assigns, subcontractors and/or Third Party Vendors, who conduct a Verification Call with Consumers located in New Jersey.

3. REQUIRED AND PROHIBITED BUSINESS PRACTICES

3.1 IDT Energy shall not engage in any unfair or deceptive acts or practices in the conduct of any business in New Jersey and shall comply with such New Jersey and/or Federal laws, rules and regulations as now constituted, including, without limitation, the EDECA, the Energy Licensing and Registration Regulations, the Retail Choice Consumer Protection Regulations, the Energy Anti-Slamming Regulations, the CFA, the Advertising Regulations, the Plain Language Act and the TCCWNA.

Advertising:

3.2 IDT Energy shall not Advertise that enrollment in IDT Energy's variable rate Gas Supply Service and/or Energy Supply Service is "risk free," if such is not the case.

3.3 If IDT Energy Advertises that Consumers may "cancel at any time," it shall also Clearly and Conspicuously disclose that it typically takes between one (1) to two (2) billing cycles, for a Consumer's Gas Supply Service or Electric Generation Service to be switched from IDT Energy back to his/her original LDC or to another TPS.

3.4 IDT Energy shall not Advertise that IDT Energy's rates for Gas Supply Service and/or Electric Generation Service are "competitive," if such is not the case.

3.5 IDT Energy shall not Advertise that IDT Energy has a "history of saving consumers up to 7% per year," if such is not the case.

3.6 IDT Energy shall not Advertise Promotions unless all material disclaimers, limitations and/or exclusions are fully explained in conjunction with the Advertisement.

3.7 IDT Energy shall not Advertise Promotions unless all disclaimers, limitations and/or exclusions to such offers are set forth in a type size that is Clear and Conspicuous relative to the other type sizes and styles used in the Advertisement, as required by N.J.A.C. 13:45A-9.2(a)(5).

IDT Energy Website:

3.8 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that the IDT Energy Website includes a statement indicating whether or not IDT Energy offers budget billing, as required by N.J.A.C. 14:4-7.4(a)(8).

3.9 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that the IDT Energy Website includes average price information for Gas Supply Service and Electric Generation Service, as required by N.J.A.C. 14:4-7.4(a)(4).

3.10 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that the IDT Energy Website includes pricing information for its Gas Supply Service and Electric Generation Service, as required by N.J.A.C. 14:4-7.4(b)(1) and (2).

3.11 Within sixty (60) days of the Effective Date, in order to comply with N.J.A.C. 14:4-7.4(b)(1), for each of IDT Energy's fixed rate offer(s), IDT Energy shall ensure that the IDT Energy Website Clearly and Conspicuously includes an estimated percentage savings on the

total bill, if any, which a customer will realize under the advertised price relative to the customer taking basic generation service and/or basic gas supply service from the LDC, or if there are no such savings, in order to comply with N.J.A.C. 14:4-7.4(b)(2), IDT Energy shall ensure that the IDT Energy Website Clearly and Conspicuously identifies the fixed rate IDT Energy is offering for Electric Generation Service and/or Gas Supply Service, and also includes in close proximity a detailed customer bill comparison, for the usage levels described in N.J.A.C.14:4-7.4(b)(2), that identifies the current LDC price for basic generation service or basic gas supply service. In order to comply with N.J.A.C. 14:4-7.4(b)(2), for each of IDT Energy's variable rate offer(s), IDT Energy shall ensure that the IDT Energy Website Clearly and Conspicuously includes a detailed customer bill comparison, for the usage levels described in N.J.A.C.14:4-7.4(b)(2), that identifies the average price that IDT Energy billed Consumers for Electric Generation Service and/or Gas Supply Service for each month during the preceding calendar year versus the average LDC price for basic generation service or basic gas supply service for each month during the preceding calendar year. IDT Energy shall revise such comparison information on the IDT Energy Website when the twelve (12) month data becomes available for each successive calendar year (e.g., January through December 2018). All prices shall include sales and use tax.

3.12 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that the IDT Energy Website includes a Clear and Conspicuous statement that the prices for Gas Supply Service and Electric Generation Service reflected in the table referenced in Section 3.11, reflect past performance and is not an indicator of future pricing and/or savings.

3.13 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that the IDT Energy Website includes a statement that switching to a competitive TPS is not mandatory

and that the Consumer has the option of remaining with his/her current LDC or TPS for Gas Supply Service and/or Electric Generation Service, as required by N.J.A.C. 14:4-7.4(f).

3.14 Within ninety (90) days of the Effective Date, IDT Energy shall provide the State with a written certification as to its compliance with the requirements of Sections 3.8 to 3.13.

IDT Energy Brochures:

3.15 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that all IDT Energy Brochures include IDT Energy's electric generation supplier license number and IDT Energy's gas supplier license number issued by BPU, as required by N.J.A.C. 14:4-7.4(a)(5).

3.16 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that all IDT Energy Brochures include a statement indicating whether or not IDT Energy offers budget billing, as required by N.J.A.C. 14:4-7.4(a)(8).

3.17 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that all IDT Energy Brochures include average price information for Gas Supply Service and Electric Generation Service, as required by N.J.A.C. 14:4-7.4(a)(4).

3.18 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that all IDT Energy Brochures include IDT Energy's pricing information for Gas Supply Service and Electric Generation Service, as required by N.J.A.C. 14:4-7.4(b)(1) and (2).

3.19 Within sixty (60) days of the Effective Date, in order to comply with N.J.A.C. 14:4-7.4(b)(1), for each of IDT Energy's fixed rate offer(s), IDT Energy shall ensure that the IDT Energy Brochures Clearly and Conspicuously include an estimated percentage savings on the total bill, if any, which a customer will realize under the advertised price relative to the customer taking basic generation service and/or basic gas supply service from the LDC, or if

there are no such savings, in order to comply with N.J.A.C. 14:4-7.4(b)(2), IDT Energy shall ensure that the IDT Energy Brochures Clearly and Conspicuously identify the fixed rate IDT Energy is offering for Electric Generation Service and/or Gas Supply Service, and also includes in close proximity a detailed customer bill comparison, for the usage levels described in N.J.A.C.14:4-7.4(b)(2), that identifies the current LDC price for basic generation service or basic gas supply service. In order to comply with N.J.A.C. 14:4-7.4(b)(2), for each of IDT Energy's variable rate offer(s), IDT Energy shall ensure that the IDT Energy Brochures Clearly and Conspicuously include a detailed customer bill comparison, for the usage levels described in N.J.A.C.14:4-7.4(b)(2), that identifies the average price that IDT Energy billed Consumers for Electric Generation Service and/or Gas Supply Service for each month during the preceding calendar year versus the average LDC price for basic generation service or basic gas supply service for each month during the preceding calendar year. IDT Energy shall revise such comparison information on the IDT Energy Brochures when the twelve (12) month data becomes available for each successive calendar year (e.g., January through December 2018). All prices shall include sales and use tax.

3.20 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that all IDT Energy Brochures include a Clear and Conspicuous statement that the prices for Gas Supply Service and Electric Generation Service reflected in the table referenced in Section 3.19, reflect past performance and is not an indicator of future pricing and/or savings.

3.21 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that all IDT Energy Brochures include a statement that switching to a competitive TPS is not mandatory and that the Consumer has the option of remaining with his/her current LDC or TPS for Gas Supply Service and/or Electric Generation Service, as required by N.J.A.C. 14:4-7.4(f).

3.22 Within ninety (90) days of the Effective Date, IDT Energy shall provide the State with a written certification confirming its compliance with the requirements of Sections 3.15 to 3.21.

IDT Energy Contract:

3.23 IDT Energy will not provide Gas Supply Service and/or Electric Generation Service to a Consumer without the Account Holder's written signature on the IDT Energy Contract or other approved form of verification, as required by N.J.A.C. 14:4-7.6(a).

3.24 On or before IDT Energy submits a change order to the LDC and/or within one (1) business day of when the Consumer authorizes a renewal, IDT Energy shall send a copy of the IDT Energy Contract to the Consumer, as required by N.J.A.C. 14:4-7.6(a).

3.25 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that all IDT Energy Contracts for fixed rate Gas Supply Service and/or Electric Generation Service include a Clear and Conspicuous statement of the price per therm and/or price per kWh, as required by N.J.A.C. 14:4-7.6(b)(2).

3.26 Within sixty (60) days of the Effective Date, IDT Energy shall ensure that all IDT Energy Contracts for variable rate Gas Supply Service and/or Electric Generation Service include a Clear and Conspicuous statement of the precise mechanism or formula by which the variable price for Gas Supply Service and/or Electric Generation Service will be determined, as required by N.J.A.C. 14:4-7.6(b)(2). Such information shall also indicate if there is a cap, or maximum rate per therm or kWh that IDT Energy can charge.

3.27 IDT Energy shall charge Consumers a price for Gas Supply Service and/or Electric Generation Service that is consistent with the fixed pricing arrangement and/or

variable rate mechanism or formula set forth in the IDT Energy Contract, in accordance with N.J.A.C. 14:4-7.6(b)(2).

3.28 Within thirty (30) days of the Effective Date, IDT Energy shall revise the "Limitation of Liability" section of the IDT Energy Contract to eliminate any statement which waives any rights Consumers have under New Jersey or Federal Consumer protection laws (e.g., limiting Consumers claims against IDT Energy to "proven direct damages incurred by Customer, if any"), in accordance with N.J.S.A. 56:12-15 and N.J.A.C. 14:4-7.6(b)(6).

3.29 Within thirty (30) days of the Effective Date, IDT Energy shall revise the "Dispute Resolution, Mandatory Arbitration" section of the IDT Energy Contract to eliminate any statement which waives any rights Consumers have under New Jersey or Federal Consumer protection laws (e.g., requiring that any claims for "damages arising out of, or related to, the provision of IDT Energy's services...shall be resolved by arbitration before the American Arbitration Association"), as required by N.J.S.A. 56:12-15, N.J.A.C. 14:4-7.6(b)(6) and N.J.A.C. 14:4-7.9(b).

3.30 Within thirty (30) days of the Effective Date, IDT Energy shall ensure that IDT Energy Contracts do not include any provisions that violate any clearly established legal rights of Consumers, or any responsibility of IDT Energy under New Jersey or Federal law, as required by N.J.S.A. 56:12-15.

3.31 Within thirty (30) days of the Effective Date, IDT Energy shall ensure that all IDT Energy Contracts are written in a simple, clear, understandable and easily readable way, including, but not limited to, eliminating terms and conditions not applicable to the agreement (e.g., including terms and conditions concerning fixed rates in variable rate contracts;

including terms and conditions concerning Gas Supply Service in Electric Generation Service contracts), as required by N.J.S.A. 56:12-2.

3.32 On or before the Effective Date, IDT Energy shall ensure that all IDT Energy Contracts comply with the requirements of N.J.S.A. 48:3-85(a)(1)(a) and N.J.A.C. 14:4-7.6A.

3.33 Within sixty (60) days of the Effective Date, IDT Energy shall provide the State with a written certification confirming its compliance with the requirements of Sections 3.23 to 3.32.

Slamming:

3.34 IDT Energy shall not switch Consumers from their current LDC or TPS to IDT Energy without the Account Holder's authorization, as required by N.J.A.C. 14:4-7.6(a).

3.35 IDT Energy shall only permit a Consumer's Gas Supply Service and/or Electric Generation Service to be switched from the Account Holder's current LDC or TPS to IDT Energy if the Account Holder authorizes the switch.

3.36 Through Telephone Solicitations, IDT Energy shall not switch a Consumer's Gas Supply Service and/or Electric Generation Service without one of the following: (a) a Verification Call made by an independent third party or by IDT Energy demonstrating the Consumer's agreement, as required by N.J.A.C. 14:4-2.3(c)(2); (b) the Consumer's written signature on the IDT Energy Contract, as required by N.J.A.C. 14:4-2.3(c)(3); or (c) an electronic record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.3(c)(4) and N.J.A.C. 14:4-2.5.

3.37 Through Door-to-Door Solicitations, IDT Energy shall not switch a Consumer's Gas Supply Service and/or Electric Generation Service without one of the following: (a) a Verification Call made by an independent third party or by IDT Energy demonstrating the

Consumer's agreement, as required by N.J.A.C. 14:4-2.3(c)(2); (b) the Consumer's written signature on the IDT Energy Contract, as required by N.J.A.C. 14:4-2.3(c)(3); or (c) an electronic record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.3(c)(4) and N.J.A.C. 14:4-2.4.

3.38 Through Telephone Solicitations, IDT Energy shall not switch a Consumer's Gas Supply Service and/or Electric Generation Service from an LDC or TPS to IDT Energy without confirming that the Account Holder affirmatively and voluntarily wishes to make the switch to IDT Energy, as required by N.J.A.C. 14:4-2.3.

3.39 Through Door-to-Door Solicitations, IDT Energy shall not switch a Consumer's Gas Supply Service and/or Electric Generation Service from an LDC or TPS to IDT Energy without confirming that the Account Holder affirmatively and voluntarily wishes to make the switch to IDT Energy, as required by N.J.A.C. 14:4-2.3.

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

Solicitations and Verification Calls:

3.41 At the beginning of a Solicitation, the Sales Representative shall confirm that the Consumer being solicited is the Account Holder.

3.42 If the Sales Representative determines that the Consumer being solicited is not the Account Holder, the Sales Representative may ask to speak with an Account Holder; provided, however, that if an Account Holder is not available, the Solicitation shall immediately cease (e.g., telephone call shall end).

3.43 During Solicitations, if the Sales Representative determines that the Consumer being solicited has difficulty understanding or communicating in English, the Solicitation shall immediately cease if the Sales Representative does not speak the Consumer's primary language and, in the case of a Door-to-Door Solicitation, the IDT Energy Contract is not available in the Consumer's primary language.

3.44 The Sales Representatives shall not make any false or misleading statements, directly or indirectly, to induce an Account Holder to switch from his/her LDC or TPS to IDT Energy.

3.45 During Solicitations, Sales Representatives shall not represent that IDT Energy's rates for Gas Supply Service and/or Electric Generation Service will be lower than the rates of the Consumer's current LDC and/or TPS, when such is not the case.

3.46 During Solicitations, Sales Representatives shall not represent that IDT Energy's rates for Gas Supply Service and/or Electric Generation Service will not be higher than the rates of the Consumer's current LDC and/or TPS, when such is not the case.

3.47 During Solicitations, Sales Representative shall not represent that IDT Energy's rates for Gas Supply Service and/or Electric Generation Service are "competitive," when such is not the case.

3.48 During Solicitations, Sales Representatives shall not represent that Consumers will realize savings by switching to IDT Energy because IDT Energy is based in New Jersey and the LDC is not, when in fact the LDCs are located in New Jersey.

3.49 During Solicitations, Sales Representatives shall not represent that IDT Energy's Gas Supply Service and/or Electric Generation Service is "risk free," if such is not the case.

3.50 During Solicitations, Sales Representatives shall not represent that a Consumer may "cancel at any time," without explaining that it typically takes between one (1) to two (2) billing cycles for a Consumer's Gas Supply Service or Electric Generation Service to be switched from IDT Energy back to his/her original LDC or to another TPS.

3.51 During Solicitations, Sales Representatives shall not make any representations, directly or indirectly, about savings, including without limitation, a specific percentage savings, that a Consumer may realize by switching to IDT Energy as his/her provider of Gas Supply Service and/or Electric Generation Service that are not fully substantiated by a recently conducted comparison of IDT Energy's rates with the rates of the Consumer's current LDC or TPS for comparable services, as required by N.J.A.C. 14:4-7.4(b)(2), which substantiation shall be available upon request to the State or to Consumers.

3.52 During Solicitations, Sales Representatives shall not represent that IDT Energy will pay Consumers rebates pursuant to Promotions, without explaining all material disclaimers, time limitations and/or exclusions to such Promotions (e.g., enrollment for three (3) months required in order to obtain the first month free).

3.53 During Solicitations, Sales Representatives shall not represent, directly or indirectly, that the Sales Representative is an employee of any LDC, is there on behalf of an LDC, is providing any program or service on behalf of an LDC, or is in any way associated with or affiliated with an LDC or any other TPS.

3.54 During Door-to-Door Solicitations, Sales Representatives shall not attempt to obtain access to a Consumer's LDC bill under false pretenses (e.g., LDC bill needed to receive refund from LDC for overcharges), when the actual purpose is to switch the Consumer's Gas Supply Service and/or Electric Generation Service to IDT Energy.

3.55 During Door-to-Door Solicitations, Sales Representatives shall not intimidate or unduly pressure Consumers and/or Senior Citizens into switching to IDT Energy for Gas Supply Service and/or Electric Generation Service.

3.56 Sales Representatives shall not guide a Consumers' answers in any way during a Verification Call.

3.57 If the Consumer has difficulty understanding or communicating in English, then the Verification Call either must occur in the Consumer's primary language or be terminated.

3.58 IDT Energy shall maintain audio recordings of all Verification Calls, and which shall include: (a) statement by the Account Holder of his/her first name, last name and account service address; (b) verification that the Account Holder is authorized to make the switch; (c) the date of the recording; (d) confirmation that the Account Holder voluntarily wishes to make the switch; (e) identification that the Account Holder is switching to IDT Energy; (f) the price per kWh and/or therm, whether the price is fixed for a period of time or variable, and if fixed, for what period of time; and (g) the amount of any cancellation fees and/or any other charges not included in the per unit price, as required by N.J.A.C. 14:4-2.3(c)(2).

3.59 Through Verification Calls and the IDT Energy Contract, IDT Energy shall not provide Consumers with inconsistent descriptions of the price per therm and/or kWh for fixed rate Gas Supply Service and/or Electric Generation Service.

3.60 Through Verification Calls and the IDT Energy Contract, IDT Energy shall not provide Consumers with inconsistent descriptions of the mechanism or formula for the pricing of variable rate Gas Supply Service and/or Electric Generation Service.

3.61 During Verification Calls, IDT Energy shall provide an explanation of the material terms of any applicable Promotions offered to Consumers for switching to IDT Energy.

3.62 Sales Representatives shall not fail to honor a Consumer's request to have his/her telephone number placed on the IDT Energy Do Not Call List, as required by N.J.A.C. 14:4-7.4(d).

Customer Service:

3.63 IDT Energy 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).

3.64 IDT Energy shall not fail to make a good faith effort to leave messages for Consumers when following-up on complaints.

3.65 If IDT Energy is advised that a customer is not satisfied with IDT Energy's response to a complaint, IDT Energy shall notify the customer, whether the customer has complained in-person, by telephone, e-mail or by letter, that if they are dissatisfied with IDT Energy' response, the customer can contact BPU at 1-800-624-0241 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).

3.66 IDT Energy shall staff IDT Energy's customer service department at levels sufficient to provide Consumers with timely 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.

3.67 IDT Energy shall staff IDT Energy's customer service department at levels sufficient to provide a timely response to any voice mail messages, e-mail, regular mail and/or facsimiles received outside of normal business hours.

3.68 IDT Energy shall have a customer service representative available to BPU staff and/or customers within twenty-four (24) hours, if necessary, to resolve a problem, as required by N.J.A.C. 14:4-5.2(d).

Training:

3.69 Within sixty (60) days of the Effective Date, IDT Energy shall develop and implement revised training materials to ensure that its customer service representatives, regulatory affairs representatives and Sale Representatives are familiar with the terms of its Sales and Marketing Policies and this Consent Order. Such training shall include at a minimum:

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

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

3.70 IDT Energy shall ensure that all customer service representatives, regulatory affairs representatives and/or Sales Representatives who are employed by IDT Energy as of the Effective Date receive the required training within sixty (60) days of the Effective Date.

3.71 IDT Energy shall ensure that any customer service representatives, regulatory affairs representatives and/or Sales Representatives hired by IDT Energy after the Effective Date receive the required training within sixty (60) days of the Effective Date or at least one (1) day prior to such representatives communicating with customers or prospective customers, whichever is later.

3.72 In the event that IDT Energy utilizes Third Party Vendors for the purposes of Door-to-Door Solicitations and/or Telephone Solicitations, within ninety (90) days of the Effective Date, IDT Energy shall provide this training to all management personnel or Sales Representatives of those Third Party Vendors. If IDT Energy does not directly train the Sales

Representatives, then within ninety (90) days of the Effective Date, such management personnel shall provide this training to all Sales Representatives working for the Third Party Vendors as of the Effective Date. IDT Energy shall provide or shall require that such management personnel provide this training to all new Sales Representatives at least one day prior to such representatives communicating with customers or prospective customers. If management personnel of Third Party Vendors train Sales Representatives, IDT Energy shall require that Third Party Vendors provide written confirmation to IDT Energy of the training to all Sales Representatives.

3.73 Within ninety (90) days of the Effective Date, IDT Energy shall ensure that no Sales Representatives engage in Solicitations prior to receiving the required training.

3.74 IDT Energy shall maintain a written form, in electronic or hard copy format, 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. IDT Energy shall keep such form for a period of eighteen (18) months from the last day that each customer service representative, regulatory affairs representative, Sales Representative and/or Third Party Vendor manager worked for IDT Energy.

3.75 Within ninety (90) days of the Effective Date, IDT Energy shall provide the State with a written certification confirming its compliance with the requirements of Sections 3.69 to 3.74.

Auditing/Monitoring Sales Practices:

3.76 Starting no later than sixty (60) days of the Effective Date, IDT Energy shall record all Telephone Solicitations between its Sales Representatives and Consumers and shall

maintain recordings that result in an enrollment accepted by the LDC, including, without limitation, the Marketing portion, for a period of two (2) years.

3.77 On or before the Effective Date, IDT Energy shall maintain all recordings of Verification Calls that result in an enrollment for a period of three (3) years.

3.78 Starting no later than sixty (60) days of the Effective Date, IDT Energy shall conduct a prompt and thorough investigation of all Consumer complaints, however received, including, without limitation, those which report that Sales Representatives: (a) falsely promised savings on Gas Supply Service and/or Electric Generation Service; (b) misrepresented that he/she worked on behalf of the LDC; (c) failed to provide a mandatory disclosure; and/or (d) enrolled a Consumer without the Account Holder's authorization. With respect to each Consumer complaint, IDT Energy shall at a minimum:

a. attempt to identify the Sales Representative;

b. review the recordings if the Solicitation or Verification Call was made by telephone, as applicable;

c. review all applicable documents, including, without limitation, the relevant IDT Energy Contract;

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

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

3.79 Starting no later than sixty (60) days of the Effective Date, if a Consumer's complaint is received within six (6) months of the Solicitation (provided that such Solicitation has occurred after the Effective Date), and IDT Energy's investigation determines that any deceptive or improper sales practice occurred, IDT Energy shall: (a) reimburse the Consumer an amount equal to the difference between what the Consumer paid IDT Energy and what the

Consumer would have paid his/her LDC by reference to that utility's rates during the same period if the payment to the LDC would be less; and (b) provide the Consumer with the opportunity to be switched back to his/her LDC.

3.80 Starting no later than sixty (60) days of the Effective Date, if a Consumer's complaint concerning deceptive or improper sales practices is substantiated, IDT Energy shall further investigate the six (6) month period prior to the date of such complaint to determine whether additional Consumers enrolled by the same Sales Representative, if such can be identified, were subjected to any such practices. At a minimum, this investigation shall include, without limitation, examination of Consumer enrollment records, sales call notes (if any), and in the case of Telephone Solicitations, where the Sales Representative can be identified, listening to a random selection of Telephone Solicitations made by the relevant Sales Representative.

3.81 Starting no later than sixty (60) days of the Effective Date, at least every thirty (30) days, IDT Energy shall randomly select no less than five percent (5%) or fifteen (15) recordings, whichever is greater, of Telephone Solicitations that resulted in an enrollment and review them for compliance with its Sales and Marketing Policies and this Consent Order. This requirement shall continue for one (1) year from the Effective Date.

3.82 Starting no later than sixty (60) days of the Effective Date, at least every thirty (30) days, IDT Energy shall randomly select no less than five percent (5%) or fifteen (15) Consumers, whichever is greater, who were signed up with IDT Energy during a Door-to-Door Solicitation and attempt to confirm, through three (3) telephone calls or three (3) e-mails, that the Sales Representatives complied with the terms and conditions of the Sales and Marketing Policies and this Consent Order during such Door-to-Door Solicitation. This requirement shall continue for one (1) year from the Effective Date.

3.83 IDT Energy shall make sales commissions earned by Sales Representatives and Third Party Vendors subject to forfeiture whenever IDT Energy determines, within six (6) months of Solicitation, that a Consumer was subjected to deceptive or improper sales practices. In addition, IDT Energy shall take prompt remedial and/or disciplinary action against the Sales Representative, which may include termination. In the case where a Sales Representative employed by a Third Party Vendor is terminated, IDT Energy shall ensure that the Sales Representative no longer participates in Solicitations on behalf of IDT Energy.

3.84 Within ninety (90) days of the Effective Date, IDT Energy shall provide the State with a written certification confirming its compliance with the requirements of Sections 3.76 to 3.83.

Compliance:

3.85 Within thirty (30) days of the Effective Date, IDT Energy shall designate a Compliance Officer on a full-time basis and provide the State with written notification of the Compliance Officer's name, business address, email address and telephone number.

3.86 The Compliance Officer's 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 the IDT Energy's Sales and Marketing Policies, this Consent Order, as well as all applicable laws and regulations;

b. developing and implementing training materials and training programs as required by Section 3.69;

c. ensuring that all required personnel receive the training referenced in Sections 3.70 to 3.72;

d. overseeing the random audits of Telephone Solicitations and Door-to-Door Solicitations; and

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

3.87 Within seven (7) days of designating a new Compliance Officer, IDT Energy shall provide the State with written notification of the new Compliance Officer's name, business address, email address and telephone number.

4. SETTLEMENT PAYMENT

4.1 In settlement of this Investigation, IDT Energy agrees to pay Restitution, Civil Penalties, reimbursement of Attorneys' Fees and Costs, and Rust Consulting's fees and costs.

4.2 No later than ten (10) days from the Effective Date, IDT Energy shall pay One Million Three Hundred Sixty Four Thousand Three Hundred Ninety Six and 48/100 Dollars ($1,364,497.94), which is comprised of the following: (a) One Million Two Hundred Twenty Five Thousand Seven Hundred Twenty Two and 21/100 Dollars ($1,225,722.21) in Restitution; (b) One Hundred Thousand and 00/100 Dollars ($100,000.00) in Civil Penalties; and (c) Thirty Eight Thousand Seven Hundred Seventy Five and 00/100 Dollars ($38,775.00) in reimbursement of Attorneys' Fees and Costs.

4.3 The Parties agree that the Civil Penalties are payable to and for the benefit of the State and are not compensation for actual pecuniary loss. IDT Energy acknowledges that the Civil Penalties are a nondischargeable debt under 11 U.S.C. §523(a)(7).

4.4 The Settlement Payment shall be made 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:

Russell M. Smith, Jr., 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

4.5 Upon making the Settlement Payment, IDT Energy 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 State pursuant to the terms herein.

5. DISTRIBUTION OF RESTITUTION

5.1 No later than thirty (30) days from the Effective Date, the IDT Energy shall retain Rust Consulting as Settlement Administrator to administer the distribution of the Restitution.

5.2 No later than thirty (30) days following the State' receipt of the Settlement Payment, the State shall transfer to the Settlement Administrator the amount of One Million Two Hundred Twenty Five Thousand Seven Hundred Twenty Two and 21/100 Dollars ($1,225,722.21). Upon receipt, the Settlement Administrator shall deposit such amount 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.

5.3 No later than thirty (30) days following the State's receipt of the Settlement Payment, the State shall provide the Settlement Administrator with an identification of each Polar Vortex Customer who is to receive Restitution, along with the precise amount to be paid. The State shall make such determination in its sole discretion.

5.4 No later than ninety (90) days of the Effective Date, Rust Consulting will distribute Restitution to the Polar Vortex Customers by mailing them a settlement check with a cover letter that includes information explaining the settlement of the Investigation. Settlement

checks not cashed within one hundred eighty (180) days of mailing will be automatically deemed void.

5.5 Within two hundred (200) days of the mailing of the settlement checks pursuant to Section 5.4, and subject to uncashed settlement checks being deemed automatically void within one hundred eighty (180) days of mailing, Rust Consulting shall disburse any unclaimed Restitution monies to the State, which shall retain such monies as additional Attorneys' Fees and Costs.

5.6 Provided that Rust Consulting has provided IDT Energy with a written itemization of its fees and costs, then no later than forty five (45) days following IDT Energy's receipt of such itemization, IDT Energy shall pay Rust Consulting's fees and costs, up to a maximum of One Hundred Twenty Five Thousand and 00/100 Dollars ($125,000.00).

6. GENERAL PROVISIONS

6.1 This Consent Order 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 Order.

6.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of New Jersey.

6.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order 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 Order.

6.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the State and IDT Energy.

6.5 Except as otherwise explicitly provided for in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of New Jersey or the people of New Jersey.

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

6.7 This Consent Order 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 Order avoid compliance with this Consent Order.

6.8 This Consent Order is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order 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 IDT Energy; and/or (b) an admission by IDT Energy that any of its acts or practices described in, required in, or prohibited by this Consent Order were or are unfair or deceptive or violate the Consumer protection laws of the State. This Consent Order 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 Order; or (b) any action or proceeding involving a Released Claim (as defined in Section 7) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

6.9 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

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

6.11 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Order 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 Order.

7. RELEASE

7.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on IDT Energy making the Settlement Payment in the manner referenced in Section 4, the State hereby agrees to release IDT Energy from any and all civil claims and/or Consumer related administrative claims to the extent permitted by New Jersey law, which the State brought or could have brought prior to the Effective Date against IDT Energy arising from IDT Energy's Advertisement, Marketing and Sale of Gas Supply Service and Electric Generation Service to New Jersey Consumers, including, but not limited to, the alleged 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, the Plain Language Act and/or the TCCWNA arising out of the Investigation, as well as the matters specifically addressed in Section 3 of the Consent Order ("Released Claims").

7.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action, provided that nothing herein shall prevent IDT Energy from raising the defense of a set-off against a Polar Vortex Customer who has received Restitution; (b) actions to enforce this Consent Order; and (c) any claims against IDT Energy by any other agency or subdivision of the State.

8. PENALTIES FOR FAILURE TO COMPLY

8.1 The Attorney General, the Division and/or BPU shall have the authority to enforce the provisions of this Consent Order or to seek sanctions for violations hereof or both.

9. COMPLIANCE WITH ALL LAWS

9.1 Except as provided in this Consent Order, no provision herein shall be construed as:

a. Relieving IDT Energy of its obligation to comply with all New Jersey 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 State may otherwise have to obtain information, documents or testimony from IDT Energy pursuant to any New Jersey or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right IDT Energy may otherwise have pursuant to any New Jersey or Federal law, regulation or rule, to oppose any process employed by the State to obtain such information, documents or testimony.

10. NOTICES UNDER THIS CONSENT ORDER

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Order shall be sent by 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 State:

Russell M. Smith, Jr., 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 IDT Energy:

Motty Shulman
Boies Schiller Flexner LLP
333 Main Street
Armonk, New York 10504

Michael A. Gruin, Esq.
Stevens & Lee P.C.
17 North Second Street, 16th Floor
Harrisburg, Pennslyvania 17101

Copies of the Certifications required pursuant to this Consent Order shall also be filed with the following:

Aida Camacho-Welch
Secretary, New Jersey Board of Public Utilities
44 South Clinton Avenue, Suite 314
P.O. Box 350
Trenton, New Jersey 08625-0350

IT IS ON THE 22nd DAY OF May, 2018 SO ORDERED.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By:_____
KEVIN R. JESPERSEN, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

DATED: 5/22/18

BOARD OF PUBLIC UTILITIES
BY:

JOSEPH L. FIORDALISO
PRESIDENT

MARY-ANNA HOLDEN
COMMISSIONER

DIANNE SOLOMON
COMMISSIONER

UPENDRA J. CHIVUKULA
COMMISSIONER

ROBERT M. GORDON
COMMISSIONER

ATTEST:
AIDA CAMACHO-WELCH
SECRETARY

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE SIGNATURES.

FOR THE STATE:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By:_____ Dated: 5/11, 2018

Russell M. Smith, Jr.
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 877-1280

FOR IDT ENERGY:

BOIES SCHILLER FLEXNER LLP

By:_____ Dated:_____, 2018

Motty Shulman
333 Main Street
Armonk, New York 10504
Telephone: (914) 749-8304

STEVENS & LEE P.C.

By:_____ Dated:_____, 2018

Michael A. Gruin, Esq.
17 North Second Street, 16th Floor
Harrisburg, Pennslyvania 17101
Telephone: (717) 255-7365

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE SIGNATURES.

FOR THE STATE:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By:_____ Dated:_____, 2018

Russell M. Smith, Jr.
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 877-1280

FOR IDT ENERGY:

BOIES SCHILLER FLEXNER LLP

By:_____ Dated: May 9, 2018

Motty Shulman
333 Main Street
Armonk, New York 10504
Telephone: (914) 749-8304

STEVENS & LEE P.C.

By:_____ Dated: May 11, 2018

Michael A. Gruin, Esq.
17 North Second Street, 16th Floor
Harrisburg, Pennslyvania 17101
Telephone: (717) 255-7365

IDT ENERGY, INC.

By: _____ Dated: May 18th, 2018

Michael Stein
Chief Executive Officer
520 Broad Street, 4th Floor
Newark, New Jersey 07102
Telephone: (973) 438-3018