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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

PATRICIA VITALE and VINCENT
VITALE, on behalf of themselves and
all others similarly situated,

Plaintiffs,

vs.

US GAS & ELECTRIC, INC.,
ENERGY SERVICE PROVIDERS,
INC., and JOHN DOE
CORPORATIONS #1-25,

Defendants.

CASE NO.: 2:14-cv-04464-KM-MAH

CIVIL ACTION

**SECOND AMENDED CLASS ACTION
COMPLAINT**

PLAINTIFFS PATRICIA VITALE and VINCENT VITALE, on behalf of themselves and all others similarly situated, by and through their attorneys, Poulos LoPiccolo PC and Lite DePalma Greenberg, LLC, allege against the above-named Defendants, US Gas & Electric, Inc. (“USGE”), Energy Service Providers, Inc. (“ESPI”), and John Doe Corporations #1-25(together with USGE and ESPI, “Defendants”) by way of this Second Amended

Complaint, the following:

PRELIMINARY STATEMENT

1. This action is brought as a class action on behalf of Plaintiffs and a putative class of consumers in 11 states - Connecticut, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio and Pennsylvania – and Washington D.C. (the “Class Members”), alleging that Defendants misrepresented and failed to disclose material facts regarding the true nature of Defendants’ pricing for their gas and electric services. Among other things, as detailed below, Defendants repeatedly represented that their pricing for such services was “competitive” when, in fact, that pricing was not competitive with, but was far higher than the charges of, other companies that supply gas or electric service during periods of extreme or protracted bad weather, which Defendants knew would be the case. Defendants also failed to disclose the material fact that, if extreme or protracted bad weather occurred, their charges for gas and/or electric services would balloon to outrageously high levels, far higher than other companies would charge for such services. Defendants engaged in that wrongful conduct in order to induce persons such as Plaintiffs to switch their electric and/or gas service from other suppliers (sometimes known as “local utilities” (“LU”)) to Defendants, which Plaintiffs in fact did as a result of Defendants’ wrongful conduct.

2. By their conduct as summarized above, and detailed further below, Defendants defrauded tens of thousands of customers throughout the country by inducing them to switch their electric and/or gas suppliers to USGE, ESPI, and/or John Doe Corporations #1-25 and pay their inflated prices.

3. Defendants USGE and ESPI also violated the New Jersey Consumer Fraud Act (“CFA”), at N.J.S.A. 56:8-2 by engaging in unconscionable commercial practices, deception,

fraud, false pretense, misrepresentation, or the knowing concealment of material facts with the intent that Plaintiffs and Class Members residing in New Jersey (the “New Jersey Class Members”) rely upon such concealments. Plaintiffs and New Jersey Class Members each suffered an ascertainable loss caused by those Defendants’ violations of the CFA in an amount equal to no less than the amount charged by those Defendants in excess of the amount Plaintiffs and the New Jersey Class Members would have had to pay for gas and electric services had Defendants not induced them to switch electric and/or gas suppliers, as well as any fees incurred in connection with the switch to USGE and ESPI and/or in connection with switching from USGE and ESPI back to an authorized supplier.

4. Finally, Defendants USGE and ESPI violated the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-16 (“TCCWNA”) with respect to Plaintiffs and the New Jersey Class by their violations of the CFA. Those Defendants violated Plaintiffs’ and the New Jersey Class Members’ clearly established legal rights or responsibilities of Defendants under the CFA and, therefore, Defendants violated TCCWNA. Plaintiffs seek TCCWNA’s mandatory minimum \$100 statutory penalty for themselves and for all others similarly situated in connection with each violation of TCCWNA.

PARTIES

5. Plaintiff Patricia Vitale (“Ms. Vitale”) is a natural person who is, and at all times relevant to the allegations in this matter was, an individual residing in Marlboro, New Jersey, and is a citizen of New Jersey.

6. Plaintiff Vincent Vitale (“Mr. Vitale”) is a natural person who is, and at all times relevant to the allegations in this matter was, an individual residing in Marlboro, New Jersey, and is a citizen of New Jersey.

7. USGE is a Delaware corporation engaged in the business of providing energy, as an energy supply company (“ESCO”), to residential and commercial customers. Its principal place of business is located in Miramar, Florida. USGE provides gas supply services to customers in New Jersey under the alternate name, New Jersey Gas & Electric. Its New Jersey office is located at 1 Bridge Plaza, 2nd Floor, Suite 275, Fort Lee, NJ 07024.

8. ESPI is a New York Corporation engaged in the business of providing energy as an ESCO, to residential and commercial customers. Its principal place of business is in Miramar, Florida. ESPI provides electric energy services to customers in New Jersey under the alternate name, New Jersey Gas & Electric. Its New Jersey office is located at 1 Bridge Plaza, 2nd Floor, Suite 275, Fort Lee, NJ 07024.

9. John Doe Corporations #1-25 are business entities that USGE states are part of the USGE “family.” On information and belief, John Doe Corporations #1-25 are corporations engaged in the business of providing energy, as ESCOs, in the states other than New Jersey, and/or in Washington, DC, that are listed in paragraph 1, above. John Doe Corporations #1-25 are either alternative names for USGE and/or ESPI or are entities that are related to one or both of USGE and ESPI. At this time, the identities of John Doe Corporations #1-25 are unknown to Plaintiffs.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this matter alleging violations of common law fraud, the CFA and the TCCWNA under the Class Action Fairness Act, 28 U.S.C. §§ 1332(d), 1453 and 1711 - 1715. Plaintiffs and all Class members are citizens of either Connecticut, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio, Pennsylvania or Washington D.C., while USGE is a citizen of Delaware with its principal place of business in Florida and ESPI is a citizen of New York with its principal place of

business in Florida and the amount in controversy exceeds \$5,000,000. This Court has personal jurisdiction over Defendants. Defendants are registered to do business in New Jersey. Both Defendants USGE and ESPI do business as “New Jersey Gas & Electric” with a New Jersey office located in Fort Lee, NJ and have a registered agent authorized to accept service of process in New Jersey. Indeed, Defendants are known to their New Jersey customers only as New Jersey Gas & Electric, use “NJG&E” letterhead with an “NJG&E” logo at the top for correspondence with their New Jersey customers, and even have a separate New Jersey Gas & Electric domain name – www.NJGandE.com. This Court likewise has jurisdiction over John Doe Corporations #1-25 since those corporations are part of the USGE “family,” have common officers with USGE, and otherwise have sufficient contacts with New Jersey that jurisdiction over those Defendants is proper in this District.

11. Venue is proper in this District because Plaintiffs are citizens of New Jersey, Defendants USGE and ESPI have offices in and do business in New Jersey, and the transactions that are the subject of this action took place in New Jersey and had their effects in New Jersey.

FACTUAL ALLEGATIONS

Background on Energy Supply Companies

12. Prior to 1997, energy utility companies both sold the electricity or natural gas and delivered it through their power lines or natural gas piping systems to individuals and businesses. Thus, consumers did not have a choice to buy energy from alternative suppliers.

13. In 1997, 17 states began to deregulate energy. This allowed independent energy supply companies (“ESCOs”) to supply electricity and/or natural gas to homes and businesses at prices based on current market values.

14. In an energy deregulation state, the utility company is not allowed to profit from the buying and selling of energy. Whatever the energy costs them is what they may charge the customer. They can only profit from the delivery. They own the pipes and wires the energy is sent through and get paid for the delivery of the energy no matter where it comes from.

15. However, because ESCOs are not subject to the same regulations as utility companies, ESCOs *are* allowed to profit from the buying and selling of energy to customers. Thus, deregulation enables energy customers to “shop around” for electric and natural gas services by separating the supply and delivery portion of these services, and opening up the supply portion to competition from ESCOs. As a result, energy consumers could compare the cost of kilowatt-hours or therms charged by an ESCO with those charged by their local distribution company or other ESCOs. This enables consumers to shop around for the best price on their energy supplies.

16. In deregulation states, ESCOs may compete to *supply* the energy services, but the local electric and natural gas distribution companies continue to *deliver* those supplies through their wires and pipes – and to respond to emergencies, should they arise – regardless of which company supplies them. In addition, the local public utility may continue to supply metering, billing and related administrative services to the consumer, regardless of who supplies the energy services. Thus, the public utility continues to generate and send periodic bills directly to the consumer for the energy supplies, even after a consumer has switched to an ESCO. The fact that the energy services for which the customer is being billed are now being provided by an ESCO is notated on the bill, often in very fine print that is easily overlooked. The bill otherwise looks the same as it did before the switch.

17. Although deregulation may increase competition for energy supply services, because there is no regulatory authority over the prices that ESCOs charge their customers, these

unregulated suppliers are not required to purchase long-term energy contracts, as required of local utility companies, that would help insulate residential customers from sharp price fluctuations.

18. Because the prices they charge their customers are not regulated, ESCOs often choose to enter into variable rate contracts giving them the ability to change their rates to meet market conditions. When market conditions cooperate, an ESCO is able to offer potential customers significant cost savings in order to lure them into entering into a contract. When energy prices took a rapid dive in or around 2008/2009 many ESCOs emerged with an aggressive marketing and advertising campaign, promising to save consumers hundreds of dollars per year if they switched suppliers of their gas and/or electric. Typically, the contract will provide for a fixed rate for a limited period of time and then automatically change to a variable rate at the end of the contract term. However, when extreme or protracted cold weather conditions occur, such as the 2013/2014 winter's "polar vortex," for example, the amounts of natural gas being burned for heat and electricity strain drillers to produce enough to keep up with the high demand, thus causing prices to skyrocket. Customers subject to variable rate contracts are then suddenly caught off guard with the high amount of their gas bill.

19. Currently, 31 states have some form of energy deregulation.

Deregulation in New Jersey

20. There are currently four local public utility companies ("LU's") that provide gas to residents and businesses of New Jersey, depending upon geographic region: Elizabethtown Gas, New Jersey Natural Gas ("NJNG"), Public Service Electric & Gas Company ("PSE&G") and South Jersey Gas.

21. There are currently four local public utility companies ("LU's") that provide electric to residents and businesses of New Jersey, depending upon geographic region: Atlantic

City Electric, Jersey Central Power and Light (“JCPL”), Orange Rockland Electric and PSE&G.

22. However, in 1999, New Jersey became an energy deregulated state by passing the Electric Discount and Energy Compensation Act (“EDECA”) in order to increase competition among suppliers of retail power and natural gas supply and other energy services by providing more and lower cost options to consumers.

23. Thus, there are now numerous ESCOs of gas and electric in New Jersey from which residents and businesses can choose in shopping for a gas or electric supplier, including USGE.

Emergence of USGE and ESPI as ESCOs

24. Founded in 2002, USGE is a major third party provider of energy supply to commercial and residential customers. Recognized by Inc. magazine as one of the fastest-growing private companies in America within the energy industry, in addition to New Jersey residents and companies, USGE services customers in Connecticut, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, New York, Ohio, Pennsylvania and Washington DC with plans for further expansion.

25. ESPI, also founded in 2002, is also a third party provider of energy supply to commercial and residential customers. It primarily sold electricity to small commercial and residential retail customers in the State of New York until July 2009 when it was acquired by USGE and became a wholly-owned subsidiary of USGE.

26. Together USGE and ESPI (as a wholly owned subsidiary of USGE) offer gas and electric supply services to residents and companies in eleven states plus Washington DC. However, although USGE and ESPI are technically two separate companies, they operate as one for purposes of offering energy supply services to their customers.

27. In fact, upon information and belief, USGE and ESPI share the same alternate name in each of the eleven states plus Washington DC. The alternate name used is different in each state and is based on the state being offered the energy services with the pre-fix to "Gas and Electric" being the state Defendants are servicing.

28. For instance, in New Jersey, USGE and ESPI both operate under the alternate name of "New Jersey Gas & Electric." In New York, USGE and ESPI both operate under the alternate name of "New York Gas & Electric." Thus, although Defendants may be two separate corporate entities, to their customers, they are one company offering gas and electric services under the alternate name in each state and Washington, DC. The same is true of John Doe Corporations #1-25, to the extent applicable.

29. Together Defendants now offer gas and electric supply services to residents and companies in the following LU services areas in the respective States operating under the respective alternate name:

State	LU Served	Alternate Name
Connecticut	Connecticut Light & Power United Illuminating	Connecticut Gas & Electric
Illinois	Ameren Illinois Commonwealth Edison	Illinois Gas & Electric
Indiana	Northern Indiana Public Service Company	Indiana Gas & Electric
Kentucky	Columbia Gas of Kentucky	Kentucky Gas & Electric
Maryland	Baltimore Gas & Electric (BGE) Delmarva Power Pepco Holdings Potomac Edison Southern Maryland Electric Cooperative Washington Gas Light	Maryland Gas &Electric
Massachusetts	Massachusetts Electric Company	Massachusetts Gas & Electric

	Nantucket Electric (National Grid) NStar Electric Company Western Massachusetts Electric Company	
Michigan	Consumer's Energy DTE Gas Company Michigan Gas Utilities	Michigan Gas & Electric
New Jersey	Atlantic City Electric Jersey Central Power & Light New Jersey Natural Gas Public Service Electric & Gas Company Rockland Electric South Jersey Gas	New Jersey Gas & Electric
New York	Central Hudson Con Edison National Fuel National Grid (<i>formally KeySpan NYC, KeySpan LI, Niagra Mohawk</i>)	New York Gas & Electric
Ohio	Columbia Gas of Ohio Dominion East Ohio Duke Energy	Ohio Gas & Electric
Pennsylvania	Alleghany Power Columbia Gas of Pennsylvania Duquesne Light Energy Metropolitan Edison Company National Fuel of Pennsylvania PECO Electric PECO Gas Penn Power Pennsylvania Electric Company People's Natural Gas Pike County Light and Power UGI Utilities	Pennsylvania Gas & Electric
Washington DC	Pepco	DC Gas & Electric

30. Residents and companies that have switched to Defendants have suffered monetary damages due to the higher energy rates charged by Defendants compared to what they would have been charged had they not switched. Indeed, this past winter Defendants were charging rates which were **TRIPLE** the rates being charged by major utility companies to supply gas to its customers.

31. Apart from the conduct alleged in this Second Amended Complaint, Defendants were the focus of thousands of complaints by consumers in Pennsylvania and are under investigation by the state's Public Utility Commission ("PUC") regarding whether consumers were deceived by Defendants when the consumers were signed up for variable rate energy plans with Defendants. According to a news report by Pittsburgh's Action News 4, last year a PUC investigation found evidence that Pennsylvania Gas & Electric (the alternate name of both USGE and ESPI in Pennsylvania) "had slammed dozens of customers, switching their electric accounts without their permission." See <http://www.wtae.com/news/florida-company-focus-of-complaints-about-skyhigh-electric-bills-in-pa/24817864>.

In the Winter of 2013-14, Defendants Billed Plaintiffs More Than Double the Amount That Plaintiffs' Local Utilities Would Have Billed Them for the Same Gas and Electric Supplies Had Defendants Not Induced Plaintiffs to Switch Suppliers

32. Plaintiffs have been residing at their current residence for the past 20 years. Until they switched to Defendants as their electric supplier, Plaintiffs had JCPL as their electric supplier. Before switching to Defendants as suppliers, the highest electric bill Plaintiffs had ever received for electric services in the winter months (when electric bills are usually low in New Jersey due to the lack of air conditioning usage) was for \$141.27 in March 2008.

33. In early March 2014, the Vitales received their monthly bill from JCPL for electric usage at their residence for the service period of January 25, 2014 to February 24, 2014 (the

“March Electric Bill”). The bill was for a total amount of \$238.99, \$207.55 of which is for supplying the electric service. A copy of the March Electric Bill is attached hereto as **Exhibit A**.

34. Because the bill was nearly twice the amount of the highest winter electric bill Plaintiffs had ever received up to that point in time, Ms. Vitale called JCPL to find out why the electric bill was so high. The JCPL representative informed Ms. Vitale that Plaintiffs’ electric supplier had been switched from JCPL to New Jersey Gas & Electric (the alternate name of both USGE and ESPI in New Jersey).

35. Pursuant to the March Electric Bill, Defendants charged Plaintiffs \$.2614 per kilowatt hour (“KWH”). The JCPL representative informed Ms. Vitale that, as noted on the bill, the comparative JCPL supply rate is \$.10486146/KWH. In other words, the comparative JCPL charge for electric, had they been the supplier, would have been \$83.26. Thus, Defendants charged Plaintiffs \$124.29 more (the “March Electric Premium”) – **more than double** what they would have been charged had Defendants not induced the Vitales to switch suppliers. The JCPL representative told Ms. Vitale that if she wanted to dispute the bill, she would have to call Defendants directly. Shortly after her call with JCPL, Ms. Vitale called a representative of Defendants to dispute the March Electric Bill. The representative told Ms. Vitale that Plaintiffs would be receiving a credit due to a billing error. She later received a credit of only \$65.00, about half of what Defendants overcharged Plaintiffs.

36. Before switching to Defendants as their gas supplier, Plaintiffs had NJNG as their gas supplier. On or about February 10, 2014, Plaintiffs received their monthly bill from NJNG for gas usage for the period from January 3, 2014 to February 6, 2014 (the “February Gas Bill”). The bill was for a total amount of \$371.91. A copy of the February Gas Bill is attached hereto as **Exhibit B**.

37. Thereafter, on or about March 26, 2014, Plaintiffs received their monthly bill from NJNG for gas usage at their residence for the service period of February 6, 2014 through March 11, 2014. The bill was for a total amount of \$619.90 (the “March Gas Bill”). A copy of the March Gas Bill is attached hereto as **Exhibit C**.

38. Because the March Gas Bill was almost double the February Gas Bill, Ms. Vitale called NJNG to find out what was going on. The NJNG representative then pointed out to Ms. Vitale that her gas bill notes in fine print on the first page “questions regarding commodity charges, call US Gas & Electric Inc. (866) 568-0290.”

39. The March Gas Bill notes that Defendants charged Plaintiffs \$1.4959 per therm to supply gas. As per NJNG’s website, NJNG’s supply rates for this same period were \$.4493 per therm – making Defendants’ rate more than **three times** NJNG’s rate per therm. The Price Table for NJNG’s residential gas supply rates is attached hereto as **Exhibit D**.

40. Thus, the March Gas Bill shows a charge by Defendants to supply gas of \$442.51, as compared to the \$132.91 that NJNG would have charged for the same service – a difference of \$309.60 (the “March Gas Premium”). In other words, Defendants charged Plaintiffs triple what Plaintiffs would have been charged for the supply of gas had they not been induced to switch to Defendants to supply their gas.

41. Similarly, in the February Gas Bill, Defendants charged Plaintiffs \$234.73 to supply gas, compared to the \$103.62 NJNG would have charged for the same service. The February Gas Bill indicated that this was \$131.11 more than the comparative NJNG gas charge (the “February Gas Premium”). In other words, Defendants charged Plaintiffs in the February Gas Bill more than **double** what NJNG would have charged had they not been induced to switch to Defendants as their energy suppliers.

42. The NJNG representative advised Ms. Vitale that if she was going to dispute the bills that she should at least pay the amount NJNG would have charged on the March Gas Bill – \$310.30 (the total amount NJNG would have charged Plaintiffs to both supply and deliver the gas).

43. As advised by the NJNG representative, Plaintiffs paid \$310.30 of the March Gas Bill – the amount NJNG would have charged Plaintiffs for gas for the same period.

Plaintiffs Dispute The Defendants’ Charges, But Defendants Continue to Demand Payment

44. On March 27, 2014, Ms. Vitale called Defendants to dispute the February Gas Bill and March Gas Bill. She also demanded that gas and electric services with Defendants be cancelled immediately and that Plaintiffs’ gas supplier be switched immediately back to NJNG and electric supplier be switched immediately back to JCPL.

45. Defendants refused to reimburse Plaintiffs for the February Gas Premium they paid or to drop the charges of the March Gas Premium. However, a representative of Defendants told Ms. Vitale that she would refer the claim to the “Disputes Department”.

46. On or about April 8, 2014, Defendants sent Plaintiffs two letters stating that Plaintiffs’ request for cancellation of their gas and electric supply with NJG&E had been “processed and received.” A copy of each letter is attached hereto as **Exhibit E**.

47. On or about April 12, 2014, Plaintiffs received a gas bill for the service period of March 11, 2014 through April 9, 2014 (the “April Gas Bill”). Defendants charged Plaintiffs \$160.75 to supply gas, compared to the \$75.01 NJNG would have charged, for a difference of \$85.74 (the “April Gas Premium”). The April Gas Bill also noted a past due amount owed to Defendants of \$309.60, for a total amount owed of \$573.13. A copy of the April Gas Bill is attached hereto as **Exhibit F**.

48. Plaintiffs paid \$177.79 of the April Gas Bill – the total amount NJNG would have charged Plaintiffs to supply and deliver the gas for the same period, thus leaving an outstanding

balance owed to Defendants for gas supply of \$395.34.

49. On or about April 7, 2014, Ms. Vitale called a representative of Defendants again, inquiring as to the status of Plaintiffs' dispute with Defendants. The representative informed Ms. Vitale that Defendants had agreed to give Plaintiffs a \$115 credit (in the form of a check) on the outstanding balance owed to Defendants for gas supply services. The representative told Ms. Vitale that it was "the best [Defendants] could do."

50. On or about April 30, 2014, Ms. Vitale received a check from USGE for \$115.00. She also received a check from ESPI, the company USGE acquired in July 2009, for \$65.00.

51. Despite Plaintiffs' demand on March 26, 2014 that Defendants cancel their gas service and Defendants confirming on April 8, 2014 that Plaintiffs' cancellation request had been received and processed, on or about May 21, 2014, Plaintiffs received a bill from Defendants for gas services purportedly provided by Defendants for the period of April 9, 2014 to May 9, 2014 (the "May Gas Bill"). The May Gas Bill indicates that Defendants charged Plaintiffs \$42.59 to supply gas, compared to the \$32.76 NJNG would have charged, for a difference of \$9.83 (the "May Gas Premium"). The May Gas Bill also demands that Plaintiffs pay the outstanding balance of \$395.34 owed to Defendants "immediately." A copy of the May Gas Bill is attached hereto as **Exhibit G**.

52. On June 4, 2014, Plaintiffs received a "Disconnection Notice" from NJNG informing them that if they did not pay the outstanding balance of \$395.34 and current balance of \$92.12 by June 9, 2014, their gas service would be disconnected. A copy of the notice is attached hereto as **Exhibit H**.

53. As of the date of this Complaint, for gas supply services for the year 2014, Plaintiffs have paid Defendants the February Gas Premium of \$131.11 and Defendants are demanding that

Plaintiffs pay an outstanding balance of \$395.34 for the March Gas Premium and April Gas Premium as well as the May Gas Premium of \$9.83. Further, despite requesting that Defendants cancel services immediately on March 26, 2014, it wasn't until May 30, 2014 that Defendants finally switched Plaintiffs back to NJNG for gas supply services and JCP&L for electric supply services.

54. Further, as of the date of this Complaint, for electric supply services for the year 2014, Plaintiffs had paid Defendants the March Electric Premium of \$124.29, but were reimbursed by Defendants in the amount of only \$65.00 for the inflated electric supply services.

Defendants Induced Plaintiffs to Switch Suppliers Using Misrepresentations, Deceptions, Knowing Concealment of Material Facts, and Other Wrongful Conduct

45. Plaintiffs switched their electric and gas supplier to USGE and ESPI as a result of the following wrongful conduct by Defendants. As a result of a solicitation from Defendants, a representative of Defendants telephoned Plaintiff Vincent Vitale on July 13, 2011. During that telephone conversation, Mr. Vitale switched Plaintiffs' gas and electric supplier to USGE and ESPI, respectively. A portion of that telephone conversation was recorded by Defendants.

46. During the recorded portion of that telephone call, an automated voice on behalf of Defendants and a female representative of Defendants were on the call along with Mr. Vitale.

47. On information and belief, since EDECA requires energy suppliers to whom customers switch as suppliers to document that such changes were the voluntary choice of those consumers and not the result of "slamming" (that is, unauthorized switching of consumers), Defendants use this same procedure, with the same or a substantially similar automated voice that asks the same or similar questions, with all customers who call to switch their service to Defendants.

48. During the recorded portion of the July 13, 2011 telephone call, the automated voice stated:

This is to confirm you are enrolling with New Jersey Gas & Electric, an authorized supplier in your utility's Customer Choice Program. **You will receive a competitively-priced variable rate every month.** After your twelfth billing cycle with us, you will receive a 12 percent rebate on your single highest month supply charge for your gas and/or electric supply.

In addition, if you enrolled a natural gas account, your first month's gas supply will be free of charge provided you stayed as an active and current customer with New Jersey Gas & Electric for six months. Your enrollment with New Jersey Gas & Electric will be processed within 60 days.

Additionally, **selecting to a competitive third-party supplier** is not mandatory. You always have the option of remaining with the utility for your basic gas and electric supply service. You may cancel this agreement at any time without being charged any penalties or fees.

Do you accept these terms and conditions?

[Emphases added].

49. To the foregoing, Mr. Vitale responded "Yes."

50. The automated voice thereafter said:

Finally, you will receive a welcome package from New Jersey Gas & Electric in the next few days. Once you have received your welcome package, please review the terms of your agreement and your intent to enroll in your utility's Customer Choice Program. By enrolling in this program, you accept and acknowledge the receipt of New Jersey Gas & Electric's terms and conditions of service and privacy policy. Okay?

51. To the foregoing, Mr. Vitale responded "Yes." The automated voice then stated "Your verification is complete" and gave Mr. Vitale a confirmation number. A copy of the transcript of the conversation is attached hereto as **Exhibit I**.

52. As highlighted above, the automated voice emphasized that Defendants would provide a "competitively-priced variable rate every month," and that Defendants were "competitive third-party supplier[s]." Those statements were false. Moreover, Defendants did not

reveal that “variable rate” meant that rates would skyrocket far beyond those of competing suppliers in the event of extreme or protracted bad weather, even though Defendants knew that its methods for purchasing supplies (which, as alleged above, do not involve long-term contracts for energy, as other local utilities have) left it vulnerable to, and in fact practically required it to, raise rates to outrageously high levels in order to continue to operate given extreme or protracted bad weather.

53. On information and belief, this same or substantially similar language was used by Defendants, through an automated voice or otherwise, in enrolling all Class and Subclass members who switched gas or electric suppliers to USGE and ESPI.

54. Thereafter, Plaintiffs received by mail separate “Welcome Packages,” both dated July 18, 2011, as to electric and gas supply services from Defendants. Both Welcome Packages reinforced Defendants’ misrepresentations that were made in the July 13, 2011 telephone call, and neither Welcome Package revealed the material facts about what “variable rates” meant, just as Defendants had not revealed that during the July 13, 2011 telephone call. A copy of the “Welcome Package” is attached hereto as **Exhibit J**.

55. The cover letter of the Welcome Package for gas supply, which bore Plaintiff Patricia Vitale’s name and mailing address but referenced Plaintiff Vincent Vitale in the salutation, thanked Plaintiffs for “enrolling in our highly competitive natural gas supply program.”

56. Even more so than the automated voice’s statement in the July 13, 2011 telephone call that USGE and ESPI would provide “competitively-priced variable rates,” this statement that Defendants’ gas supply program was “highly competitive” reinforced the belief that Defendants’ rates would be approximately in line with, if not better than, those of competing companies.

57. The cover letter went on to refer to Defendants' "competitively priced variable rate."

58. That reference too enhanced Plaintiffs' belief that Defendants' rates would be competitive with, if not better than, those of competing companies.

59. The Welcome Package for gas supply included two pages of dense, single-spaced terms and conditions. Paragraph 2 of those terms and conditions, titled "Variable-Rate Plan," stated that "[t]he price for all natural gas sold under our Variable-Rate Plan is a rate set by us each month based on our evaluation of a number of factors that affect the total price of natural gas to a customer." Following that sentence, a number of such factors are listed, though it is also stated that this list of factors is "not exhaustive of all factors that might influence our pricing decision each month." However, nothing in that paragraph, or elsewhere in the Terms and Conditions, explains or even hints that extreme or protracted bad weather would result in outrageously high charges for gas supply, charges that would far outstrip those of competing companies.

60. Nor did the statement in the cover letter that the "Product" for which Plaintiffs had signed up was "Variable 12% After 12 with 1 Month Free Gas" reveal that extreme or protracted bad weather would result in such outrageously high and non-competitive charges for gas.

61. The Welcome Package for electric service likewise reinforced and perpetuated the misrepresentations and concealments made by Defendants in the July 13, 2011 telephone call. The cover letter in that package welcomed Plaintiff Vincent Vitale to Defendants' "highly competitive electricity supply program."

62. Even more so than the automated voice's statement in the July 13, 2011 telephone call that Defendants would provide "competitively-priced variable rates," this statement that Defendants' electric supply program was "highly competitive" reinforced the belief that

Defendants' rates would be approximately in line with, if not better than, those of competing companies.

63. The cover letter went on to refer to Defendants' "competitively priced variable rate."

64. That reference too enhanced Plaintiffs' belief that Defendants' rates would be competitive with, if not better than, those of competing companies.

65. The cover letter also stated that Defendants were "committed to helping you lower your total energy costs." That statement falsely and deceptively created the impression that, on balance and over time, Defendants' rates would be lower than those of competitors when, in fact, extreme or protracted bad weather would result in charges by Defendants that were more than double what competing companies charged, thereby vitiating any lower rates that might have been available in other months.

66. The cover letter also stated that the "Product" for which Plaintiffs had signed up was "Variable Price." That was echoed in the terms and conditions for Defendants' electric service, which stated in paragraph 2, titled "Price," that "[t]he price for all energy sold under this Agreement during the Initial Term of this Agreement and any Renewal Term shall be a variable rate." Neither of those references revealed, however, that extreme or protracted bad weather would result in outrageously high charges for gas supply, charges that would far outstrip those of competing companies.

67. The terms and conditions for Defendants' electric service contained other misrepresentations and omissions of material facts as well. Paragraph 2 of those terms and conditions, titled "Variable-Rate Plan," stated that "[t]he price for all energy sold under this Agreement during the Term shall be a rate calculated monthly based on the applicable PJM zonal

wholesale electric, ancillary services, capacity and other costs associated with providing full requirements services to Customer. The monthly rate may be higher or lower than the LU [local utility, such as JCPL] price in any given month.”

68. That language falsely and deceptively created the impression that Defendants’ monthly rates would be based on factors common to all suppliers of electric services, such as PJM wholesale costs, and that while Defendants’ charges might be higher or lower than the charges of a local utility such as JCPL, those charges would be competitive, in one direction or the other, with each other. In fact, Defendants’ charges are based on its program for purchasing electricity, a program that is not common with but differs greatly from the programs of local utilities such as JCPL, who enter into long-term contracts rather than running the risk of dramatic short-term changes in their purchase of energy to supply to customers, so that, for example, when extreme or protracted bad weather hit, Defendants’ charges would inevitably be far higher than those of local utilities.

69. Moreover, Defendants’ statement that in any given month, its rates “may” be higher or lower than those of the local utility was false and misleading. Defendants knew, but did not reveal to Plaintiffs or Class and Subclass members, that if extreme or protracted bad weather occurred, Defendants’ rates were certain to far outstrip the rates of local utilities, due to Defendants’ program of purchasing electricity using other than long-term contracts, not merely that Defendants’ rates “might” be higher in such circumstances.

CLASS ACTION ALLEGATIONS

70. This action is brought, and may properly proceed as a class action, pursuant to the provisions of Federal Rule of Civil Procedure 23.

71. Plaintiffs seek certification of a Class and Subclass, initially defined as follows:

Class (the “Multistate Class”):

All residents of Connecticut, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio, Pennsylvania and Washington DC and of any other state where Defendants offer energy supply services who switched their gas or electric supplier to Defendants within the Class Members' respective State's statute of limitations period for the claims brought in this Complaint.

Subclass (the “New Jersey Class”):

All residents of New Jersey who switched their gas or electric supplier to USGE or ESPI within six years of the date of the original Complaint in this action.

Specifically excluded from the Class and Subclass are (a) Defendants and any entity in which Defendants have a controlling interest, (b) any of Defendants' officers, directors, employees, agents, representatives, and their family members, and officers, directors, employees, agents, representatives, and their family members of any entity in which Defendants have a controlling interest, (c) Plaintiffs' counsel, employees of Plaintiffs' counsel, and family members of Plaintiffs' counsel or their employees, and (d) any judicial officers involved in this matter.

72. The members of the Class and Subclass for whose benefit this action is brought are so numerous that joinder of all members is impracticable.

73. There are questions of law and fact common to the members of the Class and Subclass. These common questions include:

- a. Whether Defendants used the same or substantially similar automated voice language in its telephonic interactions with Class and Subclass Members as was used with Plaintiffs, and/or whether Defendants' “Welcome Packages” and/or terms and conditions provided to Class and Subclass Members contained the same or substantially similar language as the documents provided to Plaintiffs;
- b. Whether Defendants engaged in fraudulent practices as to Class and Subclass Members by inducing Plaintiffs and Class Members to switch gas and/or electric suppliers;
- c. Whether Defendants made misrepresentations, concealments and/or omissions of material facts to all Class and Subclass Members concerning the rates it charged for supplying gas and electric compared to local utility companies;

- d. Whether the representations and/or omissions regarding the rates that would be charged to Plaintiffs and the Class and Subclass Members were so fundamental to Plaintiffs' and Class and Subclass Members' decision making process that they would not have switched to Defendants had they known that they would be subject to energy rates as high as 300% more than the rates charged by their LU;
- e. Whether Defendants' acts in inducing Plaintiffs and the Subclass Members to switch gas and/or electric suppliers violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, *et seq.*;
- f. Whether, by Defendants' acts in inducing Plaintiffs and the Subclass Members to switch gas and/or electric suppliers, thereby violating the CFA, Defendants violated Plaintiffs' and Class Members' clearly established legal rights, or the responsibilities of Defendants, in violation of the TCCWNA;
- g. Whether Plaintiffs and the Subclass Members are entitled to statutory damages of not less than \$100 for each violation of TCCWNA; and
- h. Whether Plaintiffs and Class and Subclass Members are entitled to reimbursement of the amounts charged by Defendants in excess of those that would have been charged had Plaintiffs and Class and Subclass members not switched their gas and/or electric supplier to USGE and/or ESPI, as well as any fees incurred in connection with switching to and/or from USGE and/or ESPI.

74. Plaintiffs' claims are typical of the claims of the members of the Class and Subclass that they represent because all such claims arise out of the same policies, practices and conduct, and involved the same or similar documentation and/or forms of evidence as was used by Defendants in their dealings with Plaintiffs.

75. Plaintiffs have no interests antagonistic to those of the Class and Subclass.

76. The members of the Class and Subclass, of which Plaintiffs are members, are readily identifiable from Defendants' own records, which records Defendants are mandated by state law to keep accurately and to maintain.

77. Plaintiffs will fairly and adequately protect the interests of the Class and Subclass, and have retained competent counsel experienced in the prosecution of consumer litigation. Proposed Class Counsel have investigated and identified potential claims in the action. Proposed Class Counsel have extensive experience in handling class actions, other complex litigation, and

claims of the type asserted in this action.

78. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. While the economic damages suffered by the individual members of the Class and Subclass are significant, the amount is modest compared to the expense and burden of individual litigation.

79. The questions of law or fact common to the members of the Class and Subclass predominate over any questions affecting only individual members.

80. The prosecution of separate actions by individual members of the Class and Subclass would run the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for Defendants, or the prosecution of separate actions by individual members of the Class and Subclass would create the risk that adjudications with respect to individual members of the Class and Subclass would as a practical matter be dispositive of the interests of the other members not parties to the adjudications, or substantially impair or impede their ability to protect their interests. Prosecution as a class action will eliminate the possibility of repetitious litigation.

81. A class action will cause an orderly and expeditious administration of the claims of the Class and Subclass, and will foster economies of time, effort and expense. Plaintiffs do not anticipate any difficulty in the management of this litigation.

COUNT I (On Behalf of Plaintiffs and All Class and Subclass Members)
(Common Law Fraud)

82. Plaintiffs, on behalf of themselves and those similarly situated, reassert and incorporate by reference each and every allegation set forth in the preceding paragraphs as though set forth at length herein.

83. The above described conduct and actions constitute common law fraud by way of

misrepresentations, concealment and omissions of material facts made by Defendants in inducing Plaintiffs and Class and Subclass Members to switch gas and/or electric suppliers.

84. Defendants, upon information and belief, made the above-described misrepresentations, concealment and omissions of material facts to all Class and Subclass Members concerning the rates it charged for supplying gas and electric compared to local utility companies. Indeed, upon information and belief, Defendants used the same automated voice making the same or substantially similar misrepresentations and omissions of material facts as part of its third party verification process with all Class and Subclass Members.

85. Furthermore, upon information and belief, Defendants sent the same or substantially similar "Welcome Package" to all Class and Subclass Members that they sent to Plaintiffs containing the same or substantially similar misrepresentations and omissions of material facts.

86. Defendants intended that the Plaintiffs and the other members of the Class and Subclass rely upon the above-described uniform misrepresentations, concealment and omissions.

87. Defendants' misrepresentations, concealments and omissions concerning the rates of electric and/or gas Plaintiffs and Class and Subclass Members would be subject to were material in Plaintiffs' and other Class and Subclass Members' decisions to switch their electric and/or gas supplier to Defendants. In fact, the representations and omissions regarding the rates that would be charged to Plaintiffs and the Class and Subclass Members were so fundamental to Plaintiffs' and Class and Subclass Members' decision making process that they would not have switched to Defendants had they known that they would be subject to energy rates as high as 300% more than the rates charged by their LU.

88. Plaintiffs and other Class and Subclass Members justifiably relied upon

Defendants' misrepresentations, concealment and omissions to their damage and detriment.

89. Plaintiffs and the Class and Subclass suffered the damage described in this complaint as a proximate result thereof.

90. Defendants' conduct was willful, wanton, and reckless. Based on the intentionally dishonest nature of Defendants' conduct, which was directed at the Class and Subclass, Defendants should also be held liable to the Class and Subclass for punitive damages in an amount to be determined at trial.

COUNT II (On Behalf of Plaintiffs and Subclass Members)
(Violations of the Truth-in-Consumer Contract, Warranty and Notice Act)

91. Plaintiffs, on behalf of themselves and those similarly situated, reassert and incorporate by reference each and every allegation set forth in the preceding paragraphs as though set forth at length herein.

92. Plaintiffs and those similarly situated are "consumers" within the meaning of TCCWNA, as set forth at N.J.S.A. 56:12-15.

93. Defendants USGE and ESPI are "sellers" within the meaning of TCCWNA, as set forth at N.J.S.A. 56:12-15 and -17.

94. Defendants violated TCCWNA with respect to Plaintiffs and the Subclass by inducing Plaintiffs and the Subclass Members to switch gas and/or electric suppliers to USGE and/or ESPI using tactics that violate the CFA, as alleged above and in Count II. Thus, Defendants violated Plaintiffs' and the Subclass Members' clearly established legal rights or responsibilities of Defendants under the CFA and, therefore, Defendants violated TCCWNA.

95. As a result of Defendants' violations of TCCWNA, Plaintiffs and those similarly situated are entitled to statutory damages of not less than \$100 for each of Defendants' TCCWNA violations, as provided by N.J.S.A. 56:12-17.

**COUNT III (On Behalf of Plaintiffs and Subclass Members)
(Violations of the Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.*)**

96. Plaintiffs, on behalf of themselves and those similarly situated, reassert and incorporate by reference each and every allegation set forth in the preceding paragraphs as though set forth at length herein.

97. Plaintiffs and other members of the Subclass are “persons” within the meaning of the CFA, as set forth at N.J.S.A. 56:8-1.

98. Defendants USGE and ESPI are “persons” within the meaning of the CFA, as set forth at N.J.S.A. 56:8-1.

99. Gas and electric supply services are considered “merchandise” within the meaning of the CFA, as set forth at N.J.S.A. 56:8-1.

100. Selling gas and electric to Plaintiffs and class members by Defendants is a “sale” within the meaning of the CFA, as set forth at N.J.S.A. 56:8-1

101. The Consumer Fraud Act, at N.J.S.A. 56:8-2, prohibits businesses from engaging in *any* unconscionable commercial practices, deception, fraud, false pretense, misrepresentation, or the knowing concealment of material facts with the intent that Plaintiffs and Subclass members rely upon such concealments in connection with consumer sales.

102. Defendants engaged in unconscionable commercial practices, deception, fraud, false pretense, misrepresentation, or the knowing concealment of material facts with the intent that Plaintiffs and Subclass members rely upon such concealments by their methods inducing Plaintiffs and Subclass members to switch gas and/or electric suppliers to USGE and/or ESPI.

103. Plaintiffs suffered an ascertainable loss caused by Defendants’ violations of the CFA in the amount of all amounts paid to Defendants and outstanding amounts demanded by Defendants including, but not limited to, the:

- a. February Gas Premium of \$131.11 paid to Defendants;
- b. Outstanding balance of \$395.34 for the March Gas Premium and April Gas Premium;
- c. Outstanding balance of \$9.83 for the May Gas Premium; and
- d. March Electric Premium of \$124.29.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, demand judgment against Defendants as follows:

- a. Certifying this matter as a class action for money damages pursuant to Fed. R. Civ. P. 23(b)(3);
- b. Appointing Plaintiffs as class representatives, and appointing Plaintiffs' attorneys as class counsel;
- c. Awarding compensatory and punitive damages in favor of Plaintiffs and the other Class and Subclass Members against Defendants for all damages sustained as a result of Defendants' wrongdoing in an amount to be determined at trial;
- d. Awarding Plaintiffs and the Subclass Members the maximum civil penalties under the TCCWNA, pursuant to N.J.S.A. 56:12-17;
- e. Awarding Plaintiffs and the Subclass Members actual damages, compensatory damages and treble damages pursuant to the CFA at N.J.S.A. 56:8-19;
- f. Awarding Plaintiffs and the Subclass their reasonable attorneys' fees and costs pursuant to the CFA at N.J.S.A. 56:8-19 and TCCWNA at N.J.S.A. 56:12-17;
- g. Awarding pre-judgment and post-judgment interest and costs of suit; and
- h. Awarding such other relief as the Court deems equitable and just.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues subject to jury trial.

NOTICE TO ATTORNEY GENERAL OF ACTION

A copy of this Amended Complaint will be mailed to the Attorney General of the State of

New Jersey within ten (10) days after the filing of the Amended Complaint with the Court, pursuant to N.J.S.A. 56:8-20.

Dated: October 16, 2014

POULOS LOPICCOLO PC

By: /s/ Joseph LoPiccolo
Joseph LoPiccolo
John N. Poulos

1305 South Roller Road
Ocean, NJ 07757
(732) 757-0165 – TEL.
(732) 358-0180 – FAX
lopiccolo@pllawfirm.com
poulos@pllawfirm.com

LITE DEPALMA GREENBERG, LLC
Bruce D. Greenberg
Two Gateway Center - Suite 1201
Newark, NJ 07102
(973) 623-3000 – TEL.
(973) 877-3845 – FAX
bgreenberg@litedepalma.com

EXHIBIT A



Bill Based On Estimated Meter Reading

Page 1 of 2
J76

Billing Period: Jan 25 to Feb 24, 2014 for 31 days
Bill For: VINCENT VITALE
PATRICIA VITALE

February 27, 2014

Account Number: [REDACTED]

Amount Due: \$238.99

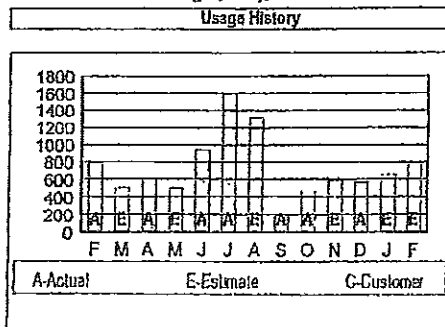
Due Date: March 14, 2014

To report an emergency or an outage, call 24 hours a day 1-888-544-4877 For Customer Service, call 1-800-662-3115 For Payment Options, call 1-800-932-0383 Pay your bill online at www.firsenergycorp.com
Bill Issued by: JCP&L, PO Box 16001, Reading PA 19612-6001

Messages	Account Summary	Amount Due
Se dispone de avisos de terminación en español Mensaje de cuenta Los usuarios que posean un balance de cuenta vencido reciben un aviso por correo indicando que se les pueda suspender el suministro de electricidad. Si usted necesita recibir esos avisos en español, haga el favor de llamarnos al 1-800-662-3115 The Basic Generation Service price per KWH listed below is equal to the JCP&L price to compare. To save money, you must be buying your electricity from your supplier at a price THAT IS LESS than your JCP&L price to compare. Your price to compare is Basic Generation Service: \$0.10486146 / KWH Your next meter reading is scheduled to occur on or about Mar 24, 2014 The Federal and State Earned Income Tax Credit (EITC) are tax credit programs for certain lower-income families and individuals. For information and to determine if you qualify, simply dial 2-1-1 from your land line phone (in most counties). Or, for the Federal Program, call 1-800-829-1040 or visit http://www.irs.gov/individuals . For the State Program, call 1-800-323-4400 or visit http://www.state.nj.us/treasury/taxation If your bill was affected by the recent extreme temperatures, you may be eligible for payment arrangements. We also offer budget billing to help eliminate the seasonal highs and lows of your electric bill. Please call 1-800-932-0383 for more information.	Previous Balance Payments/Adjustments Balance at Billing on Feb 27, 2014 JCP&L - Consumption New Jersey Gas & Electric Total Current Charges Amount Due by Mar 14, 2014 Usage Information for Meter Number G93539141 Feb 24, 2014 KWH Reading (Estimate) Jan 26, 2014 KWH Reading (Estimate) KWH used Charges From JCP&L When contacting an Electric Generation Supplier, please provide the following Customer Number 0800771417 0003002215 Rate: Residential Service JC_RS_DID Customer Charge Delivery Service Charges 794 KWH x 0.036826 Current Consumption Bill Charges	176.32 -176.32 0.00 31.44 207.55 238.99 \$238.99 37.224 36.450 794 2.20 29.24 31.44
	Billing Information for New Jersey Gas & Electric 1 Bridge Plaza, 2nd Floor, Ft Lee, NJ 07024 Customer Service 1-868-568-0290 Account Number 135699-135306 Rate: BILL_READY	

Detail Payment and Adjustment Information				
02/20/14 Payment			-176.32	
Account Balances by Company				
	Previous Balance	Payments/ Adjustments	Current Charges	Amount Due
JCP&L	26.73	-26.73	31.44	31.44
New Jersey Gas & Electric	149.69	-149.69	207.55	207.55
Total	176.32	-176.32	238.99	238.99

Additional messages, if any, can be found on back.



Comparisons	Last Year	This Year
Average Daily Use (KWH)	25	26
Average Daily Temperature	33	29
Days in Billing Period	32	31
Last 12 Months Use (KWH)		8,749
Average Monthly Use (KWH)		729

EXHIBIT B



1416 Wyckoff Road
 P.O. Box 1464
 Wall, NJ 07719
 www.njng.com



CUSTOMER SERVICE 800-221-0051
REPORTING GAS LEAKS 800-GAS-LEAK
 (800-427-5326)

Rate-related filings and public notices are available at
www.njng.com/regulatory

ACCOUNT NUMBER [REDACTED]		PATRICIA VITALE [REDACTED]				TOTAL AMOUNT DUE \$371.91		
BILL TYPE Monthly 008RNN4G						DUE DATE March 05, 2014		
CURRENT METER READING IS Actual Read						SHOWS PAYMENTS RECEIVED BY February 13, 2014		
NEXT SCHEDULED READING On or about Mar 13		SERVICE ADDRESS [REDACTED]				PLEASE READ REVERSE SIDE		
SERVICE PERIOD		METER NUMBER	METER READING		100'S OF CUBIC FEET USED (CCF)	BTU CONTENT	BILLING UNITS USED (THERMS)	THIS SERVICE PERIOD GAS CHARGES
FROM	TO		PRESENT	PREVIOUS				
Jan 13	Feb 06	00554569	2952	2737	215	1.073	230.63	371.91

Amount From Last Bill	244.66
Jan 29 Payment - Thank You	244.66-
Balance Forward	.00
This Period Gas Charge	371.91
Total Amount Due	\$371.91

Need to replace your hot water heater or heating system? Call NJR HOME SERVICES at 1-877-466-3657

Comparative NJNG Gas Charge 240.80 54.45% Supplier Adjustment 131.11-

Questions regarding commodity charges, call U.S. GAS & ELECTRIC, INC (866) 568-0290

Need help paying your utility bill? Call 211 or visit nj211.org for information and eligibility requirements.

When winter weather hits, remember to clear a path to your natural gas meter and keep the meter free of snow and ice.

BILL CALCULATION		USE COMPARISON (THERMS)		BUDGET OPTION \$118.00
Residential Customer Charge	= 6.60	Avg Temp This Month: 30		OTHER CHARGES
230.63 Therms X .5662 DEL	= 130.58	Avg Temp Last Year: 35		
230.63 Therms X 1.0178 GAS	= 234.73			To join our Budget Plan, pay the Budget Option and any other charges. Your future bills would be for the budget amount and would include a summary of charges and payments. Budget term is 12 months, reviewed each year in July.
THIS SERVICE PERIOD GAS CHARGES	\$371.91			

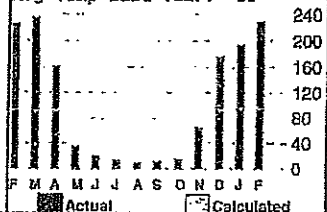


EXHIBIT C



**New Jersey
Natural Gas**

1416 Wyckoff Road
P.O. Box 1484
Wall, NJ 07719
www.njng.com



MULTI-PART BILL

CUSTOMER SERVICE 800-221-0051
REPORTING GAS LEAKS 800-GAS-LEAK
(800-427-6325)

Rate-related filings and public notices are available at
www.njng.com/regulatory **3/10/30**

ACCOUNT NUMBER [REDACTED]		PATRICIA VITALE [REDACTED]				TOTAL AMOUNT DUE \$619.90		
BILL TYPE Monthly 003RNN4G		<i>Switched 2014</i>				DUE DATE April 06, 2014		
CURRENT METER READING IS Actual Read						SHOWS PAYMENTS RECEIVED BY March 17, 2014		
NEXT SCHEDULED READING On or about Apr 11		SERVICE ADDRESS [REDACTED]				PLEASE READ REVERSE SIDE		
SERVICE PERIOD		METER NUMBER	METER READING		100'S OF CUBIC FEET USED (CCF)	BTU CONTENT	BILLING UNITS USED (THERMS)	THIS SERVICE PERIOD GAS CHARGES
FROM	TO		PRESENT	PREVIOUS				
Feb 06	Mar 11	00554569	3228	2952	276	1.072	295.82	619.90

Amount From Last Bill	371.91
Mar 07 Payment - Thank You	371.91-
Balance Forward	.00
This Period Gas Charge	619.90
Total Amount Due	\$619.90

Need to replace your hot water heater or heating system? Call NJR HOME SERVICES at 1-877-466-3657

~~Comparative NJNG Gas Charge **310.30** 99.77% Supplier Adjustment 309.60~~

Questions regarding commodity charges, call U.S. GAS & ELECTRIC, INC (866) 568-0290

Want more conservation tips and offers? Sign up for our free E-Tips service by visiting My Account at njliving.com.
At New Jersey Natural Gas, SAFETY is our top priority. For more information, visit njng.com and click on My Safety.

BILL CALCULATION		USE COMPARISON (THERMS)		BUDGET OPTION \$118.00
Residential Customer Charge	= 9.90	Avg Temp This Month: 32		OTHER CHARGES To join our Budget Plan, pay the Budget Option and any other charges. Your future bills would be for the budget amount and would include a summary of charges and payments. Budget term is 12 months, reviewed each year in July.
295.82 Therms X .5662 DEL	= 167.49	Avg Temp Last Year: 37		
295.82 Therms X 1.4959 GAS	= 442.51			
THIS SERVICE PERIOD GAS CHARGES \$619.90				

** NJNG = .44 per therm*

EXHIBIT D

New Jersey Natural Gas Company
Historical Prices

Residential Heat (RS Heat)

	Customer Charge	Delivery	BGSS
Jul-13	\$8.25	\$0.5762	\$0.5158
Aug-13	\$8.25	\$0.5762	\$0.5158
Sep-13	\$8.25	\$0.5762	\$0.5158
Oct-13	\$8.25	\$0.5704	\$0.5158
Nov-13	\$8.25	\$0.5557	\$0.5193
Dec-13	\$8.25	\$0.5752	\$0.4493
Jan-14	\$8.25	\$0.5662	\$0.4493
Feb-14	\$8.25	\$0.5662	\$0.4493
Mar-14	\$8.25	\$0.5662	\$0.4493
Apr-14	\$8.25	\$0.5662	\$0.4493
May-14	\$8.25	\$0.5662	\$0.4493
Jun-14	\$8.25	\$0.5662	\$0.4493

Residential Non-Heat (RS Non-Heat)

	Customer Charge	Delivery	BGSS
Jul-13	\$8.25	\$0.5562	\$0.5158
Aug-13	\$8.25	\$0.5562	\$0.5158
Sep-13	\$8.25	\$0.5562	\$0.5158
Oct-13	\$8.25	\$0.5504	\$0.5158
Nov-13	\$8.25	\$0.5366	\$0.5193
Dec-13	\$8.25	\$0.5561	\$0.4493
Jan-14	\$8.25	\$0.5471	\$0.4493
Feb-14	\$8.25	\$0.5471	\$0.4493
Mar-14	\$8.25	\$0.5471	\$0.4493
Apr-14	\$8.25	\$0.5471	\$0.4493
May-14	\$8.25	\$0.5471	\$0.4493
Jun-14	\$8.25	\$0.5471	\$0.4493

Important Notes:

Tables include all taxes and exclude any one time credit.

For months when rates change mid-month, rates shown in the tables are prorated based on the number of days in effect.

EXHIBIT E



Patricia Vitale
[REDACTED]
[REDACTED]

April 8, 2014

RE: New Jersey Natural Gas Account Number: [REDACTED]

Dear Vincent Vitale:

On behalf at New Jersey Gas & Electric ("NJG&E"), this letter is to inform you that your request for the cancellation of your natural gas supply with NJG&E has been received and processed.

Cancellation number: 924152

If you should have any questions regarding the cancellation of your natural gas supply with NJG&E, please do not hesitate to call us toll-free at (866) 568-0290, Monday through Friday, 8:00 a.m. – 5:30 p.m. EST, and a Customer Service Representative will assist you.

Sincerely,

NJG&E's Customer Service Team

License # ESL-0095, TPS # GSL- 0082

New Jersey Gas & Electric | 1 Bridge Plaza, 2nd Floor, Suite 275 | Fort Lee, NJ 07024 | (866) 568-0290 | www.NJGandE.com



Vincent Vitale
[REDACTED]

April 8, 2014

RE: Jersey Central Power & Light Account Number: [REDACTED]

Dear Vincent Vitale:

On behalf at New Jersey Gas & Electric ("NJG&E"), this letter is to inform you that your request for the cancellation of your electricity supply with NJG&E has been received and processed.

Cancellation number: 924151

If you should have any questions regarding the cancellation of your electricity supply with NJG&E, please do not hesitate to call us toll-free at (866) 568-0290, Monday through Friday, 8:00 a.m. – 5:30 p.m. EST, and a Customer Service Representative will assist you.

Sincerely,

NJG&E's Customer Service Team

License # ESL-0095, TPS # GSL- 0082
NJG&E currently offers service to most customers falling within residential and small business rate classes. NJG&E will not accept entitlements for net metered accounts.

New Jersey Gas & Electric | 1 Bridge Plaza, 2nd Floor, Suite 275 | Fort Lee, NJ 07024 | (866) 568-0290 | www.NJGandE.com

EXHIBIT F



1415 Wyckoff Road
 P.O. Box 1464
 Wall, NJ 07719
 www.njng.com



04/15/2014 2:00 PM

CUSTOMER SERVICE 800-221-0061
 REPORTING GAS LEAKS 800-GAS-LEAK
 (800-427-5325)
 Rate-related filings and public notices are available at
www.njng.com/regulatory

ACCOUNT NUMBER [REDACTED]		PATRICIA VITALE [REDACTED]				TOTAL AMOUNT DUE \$573.13		
BILL TYPE Monthly 003RNN4G		[REDACTED]				DUE DATE April 30, 2014		
CURRENT METER READING IS Actual Read		[REDACTED]				SHOWS PAYMENTS RECEIVED BY April 15, 2014		
NEXT SCHEDULED READING On or about May 13		SERVICE ADDRESS [REDACTED]				PLEASE READ REVERSE SIDE		
SERVICE PERIOD		METER NUMBER	METER READING		100'S OF CUBIC FEET USED (CCF)	BTU CONTENT	BILLING UNITS USED (THERMS)	THIS SERVICE PERIOD GAS CHARGES
FROM	TO		PRESENT	PREVIOUS				
						X		

Comparative NJNG Gas Charge 177.79 48.23-% Supplier Adjustment 85.74-

Questions regarding commodity charges, call U.S. GAS & ELECTRIC, INC (866) 568-0290

Contact energyassist@njng.com for True Grant, available to income-eligible NJ residents struggling to pay their NJNG bill
 Save time, save money - pay online at njliving.com

BILL CALCULATION				USE COMPARISON (THERMS)	
Residential Customer Charge		8.25			
166.95 Therms X .5662 DEL		94.53			
166.95 Therms X .9829 GAS		160.75			
THIS SERVICE PERIOD GAS CHARGES		\$263.53			

Avg Temp This Month: 43		
Avg Temp Last Year: 45		
		300
		240
		180
		120
		60
		0
	A M J J A S O N D J F M A	
■	Actual	□
□	Calculated	

EXHIBIT G



1415 Wyckoff Road
P.O. Box 1484
Wall, NJ 07719
www.njng.com



CUSTOMER SERVICE 800-221-0051
REPORTING GAS LEAKS 800-GAS-LEAK
(800-427-5325)

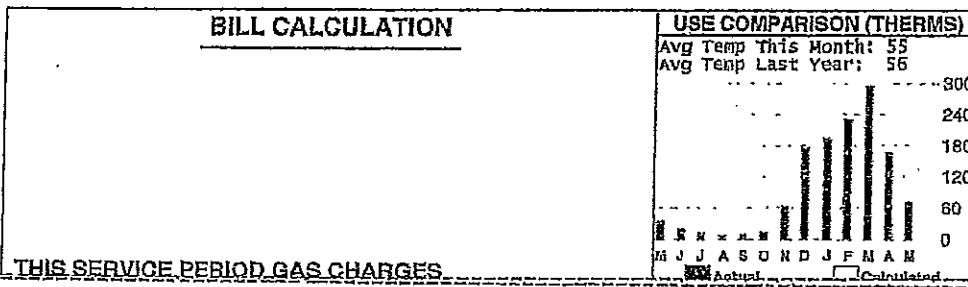
Rate-related filings and public notices are available at
www.njng.com/regulatory

ACCOUNT NUMBER [REDACTED]		PATRICIA VITALE [REDACTED]				TOTAL AMOUNT DUE \$487.46		
BILL TYPE Monthly 003RNN4G		[REDACTED]				DUE DATE May 30, 2014		
CURRENT METER READING IS Actual Read		[REDACTED]				SHOWS PAYMENTS RECEIVED BY May 15, 2014		
NEXT SCHEDULED READING On or about Jun 12		SERVICE ADDRESS [REDACTED]				PLEASE READ REVERSE SIDE		
SERVICE PERIOD		METER NUMBER	METER READING		100'S OF CUBIC FEET USED (CCF)	BTU CONTENT	BILLING UNITS USED (THERMS)	THIS SERVICE PERIOD GAS CHARGES
FROM	TO		PRESENT	PREVIOUS				
Apr 09	May 09	00554569	3452	3384	68	1.072	72.91	92.12

Amount From Last Bill	573.13
May 01 Payment - Thank You	177.79-
Past Due Amount	395.34
This Period Gas Charge	92.12
Total Amount Due	\$487.46

REMINDER: The past due amount has not been received. Payment is due immediately

~~Need to replace your hot water heater or air conditioner? call NJR HOME SERVICES at 1-877-466-3657~~



Please return this portion with your payment. For address changes or comments, please call numbers shown above.

ACCOUNT NUMBER [REDACTED]	PREVIOUS BALANCE \$395.34	CURRENT CHARGES \$92.12	CURRENT CHARGES DUE May 30, 2014	TOTAL BALANCE \$487.46
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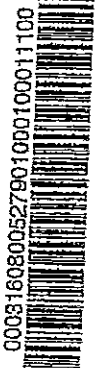
Make checks payable to NJNG.

Amount Paid \$



00437398
05279 01 AV 0.378 021 044
PATRICIA VITALE
[REDACTED]

NJ NATURAL GAS CO.
P.O. BOX 11743
NEWARK, NJ 07101-4743





1416 Wyckoff Road
 P.O. Box 1464
 Wall, NJ 07719
 www.njng.com



CUSTOMER SERVICE 800 - 221 - 0051
 REPORTING GAS LEAKS 800 - GAS - LEAK
 (800 - 427 - 5325)

Rate-related filings and public notices are available at
www.njng.com/regulatory

ACCOUNT NUMBER [REDACTED]		PATRICIA VITALE [REDACTED]				TOTAL AMOUNT DUE \$487.46		
BILL TYPE Monthly 003RNN4G		[REDACTED]				DUE DATE May 30, 2014		
CURRENT METER READING IS Actual Read		[REDACTED]				SHOWS PAYMENTS RECEIVED BY May 15, 2014		
NEXT SCHEDULED READING On or about Jun 12		SERVICE ADDRESS [REDACTED]				PLEASE READ REVERSE SIDE		
SERVICE PERIOD		METER NUMBER	METER READING		100'S OF CUBIC FEET USED (CCF)	BTU CONTENT	BILLING UNITS USED (THERMS)	THIS SERVICE PERIOD GAS CHARGES
FROM	TO		PRESENT	PREVIOUS				

Comparative NJNG Gas Charge 82.29 11.95-% Supplier Adjustment 9.83-

Questions regarding commodity charges, call U.S. GAS & ELECTRIC, INC (866) 568-0290

View the latest information about your account online, by visiting My Account at www.njng.com
 At New Jersey Natural Gas, SAFETY is our top priority. For more information, visit njng.com and click on My Safety.

BILL CALCULATION			USE COMPARISON (THERMS)	
Residential Customer Charge	=	8.25	Avg Temp This Month: 55 Avg Temp Last Year: 56 	
72.91 Therms X .5662 DEL	=	41.28		
72.91 Therms X .5842 GAS	=	42.59		
THIS SERVICE PERIOD GAS CHARGES		\$92.12		

Please return this portion with your payment. For address changes or comments, please call numbers shown above.

ACCOUNT NUMBER	PREVIOUS BALANCE	CURRENT CHARGES	CURRENT CHARGES DUE	TOTAL BALANCE

Make checks payable to NJNG.

Amount Paid \$

NJ NATURAL GAS CO.
 P.O. BOX 11743
 NEWARK, NJ 07101-4743

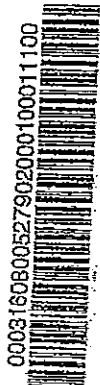


EXHIBIT H

EXHIBIT I

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TRANSCRIPT OF TELEPHONE CALL

July 13, 2011

AUTOMATED VOICE: On behalf of New Jersey Gas Electric regarding your utility's Customer Choice Program, for your protection and quality assurance, the remainder of this call will be recorded.

Is that okay with you?

MALE VOICE: Yes.

AUTOMATED VOICE: Today's date and time are July 13th, 2011; 12:11 p.m.

Customer, please state the name of your electric utility company.

FEMALE REPRESENTATIVE: That is JCP&L; is correct?

MALE VOICE: The Jersey Central Power and Light, yes.

FEMALE REPRESENTATIVE: Okay. Thank you.

AUTOMATED VOICE: Customer, please state the name of your gas utility company.

MALE VOICE: New Jersey Natural Gas.

AUTOMATED VOICE: Customer, you understand New Jersey Gas & Electric is not the utility or affiliated with the utility company, but is a State-authorized supplier of electricity and natural



1 in your utility's Customer Choice Program, correct?

2 MALE VOICE: Yes.

3 AUTOMATED VOICE: Customer, please state your
4 full name and ten-digit telephone number.

5 MALE VOICE: Vincent Vitale; [REDACTED].

6 AUTOMATED VOICE: Representative, please state
7 the number of electric and gas accounts being enrolled.

8 FEMALE REPRESENTATIVE: One electric; one gas.

9 AUTOMATED VOICE: Representative, please state
10 the full account numbers, including all letters and
11 numbers.

12 FEMALE REPRESENTATIVE: Electric,

13 [REDACTED]. On the gas, [REDACTED].

14 AUTOMATED VOICE: Customer, please state the
15 service address as it appears on the bill.

16 MALE VOICE: [REDACTED], [REDACTED], [REDACTED]
17 [REDACTED], billing.

18 FEMALE REPRESENTATIVE: Okay. And on the
19 electric, the service address is [REDACTED]
20 [REDACTED] -- it says [REDACTED] on the top, and that's
21 [REDACTED]. And on the gas it was [REDACTED]
22 [REDACTED], [REDACTED]; is that correct?

23 MALE VOICE: [REDACTED].

24 FEMALE REPRESENTATIVE: Excuse me. [REDACTED]. All
25 right. Thank you.

1 MALE VOICE: Yes, that's correct.

2 FEMALE REPRESENTATIVE: Thank you.

3 AUTOMATED VOICE: Customer, please state
4 whether the accounts are residential, commercial or
5 commercial tax-exempt.

6 MALE VOICE: Residential.

7 AUTOMATED VOICE: Customer, please state the
8 full name as it appears on the bill.

9 MALE VOICE: Vincent Vitale, Patricia Vitale.

10 FEMALE REPRESENTATIVE: And on the second one
11 it was Patricia Vitale, correct, on the gas?

12 MALE VOICE: Correct.

13 FEMALE REPRESENTATIVE: Okay. Thank you.

14 AUTOMATED VOICE: Customer, if you are
15 authorized by another party to enroll these accounts on
16 their behalf, please state their full name and title; or
17 if it doesn't apply, please state no.

18 MALE VOICE: No.

19 AUTOMATED VOICE: Customer, you are the person
20 legally authorized to enroll these accounts with New
21 Jersey Gas & Electric in your utility's Customer Choice
22 Program, correct?

23 MALE VOICE: Yes.

24 AUTOMATED VOICE: This is to confirm you are
25 enrolling with New Jersey Gas & Electric, an authorized

1 supplier in your utility's Customer Choice Program. You
2 will receive a competitively-priced variable rate every
3 month. After your twelfth billing cycle with us, you
4 will receive a 12 percent rebate on your single highest
5 month supply charge for your gas and/or electric supply.

6 In addition, if you enrolled a natural gas
7 account, your first month's gas supply will be free of
8 charge provided you stayed as an active and current
9 customer with New Jersey Gas & Electric for six months.
10 Your enrollment with New Jersey Gas & Electric will be
11 processed within 60 days.

12 Additionally, selecting to a competitive
13 third-party supplier is not mandatory. You always have
14 the option of remaining with the utility for your basic
15 gas and electric supply service. You may cancel this
16 agreement at any time without being charged any penalties
17 or fees.

18 Do you accept these terms and conditions?

19 MALE VOICE: Yes.

20 AUTOMATED VOICE: Your utility will still
21 deliver your electricity and/or natural gas, read your
22 meter, provide emergency customer service and bill you
23 every month, just as they always have. While we are your
24 supplier, we will periodically request usage, payment and
25 other information from your utility regarding your

1 account. This information will only be used to allow us
2 to supply your electricity and/or natural gas under this
3 agreement. This information will not be used or
4 disclosed for any other purpose. You may rescind
5 authorization for the release of this information at any
6 time.

7 Do you authorize the release of this
8 information to us while we are your supplier?

9 MALE VOICE: Yes.

10 AUTOMATED VOICE: Finally, you will receive a
11 welcome package from New Jersey Gas & Electric in the
12 next few days. Once you have received your welcome
13 package, please review the terms of your agreement and
14 your intent to enroll in your utility's Customer Choice
15 Program. By enrolling in this program, you accept and
16 acknowledge the receipt of New Jersey Gas and Electric's
17 terms and conditions of service and privacy policy.
18 Okay?

19 MALE VOICE: Yes.

20 AUTOMATED VOICE: Your verification is
21 complete. Your confirmation number is 31119190.

22 Press the star key to repeat or press the pound
23 key to continue.

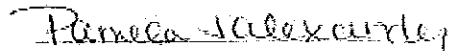
24 (End of recording.)

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C E R T I F I C A T I O N

I, Pamela J. Alexander, certify that the foregoing transcript was prepared using the required equipment and is a true and accurate record of the recording provided.



PAMELA J. ALEXANDER
30 Kilkenny Court
Fairport, New York 14450

Dated: August 7, 2014

EXHIBIT J



Vincent Vitale
[REDACTED]
[REDACTED]

July 18, 2011

RE: Account number [REDACTED]

Dear Vincent Vitale:

Welcome to New Jersey Gas & Electric ("NJG&E"). On behalf of everyone at NJG&E, we would like to thank you for enrolling in our highly competitive electricity supply program. We are committed to helping you lower your total energy costs. There are no fees for choosing NJG&E as your supplier, and there are no fees if you ever choose to go back to the utility.

You will soon receive a letter from your utility confirming your enrollment with us. Your utility will continue to read your meter and deliver your electricity, just as they do now.

We've summarized your enrollment in our program below:

- ❖ Utility: JCPL
- ❖ Account number: [REDACTED]
- ❖ Product: Variable Price
- ❖ Term: Month-to-Month
- ❖ Cancellation fee: \$0
- ❖ In order to continue to receive our competitively priced variable rate and to be eligible to receive any applicable rebates, your account with the utility must remain current and not delinquent.

If your account is tax exempt, please fax a copy of your applicable tax exemption certificate to (888) 829-5797. Be sure to reference your utility account number.

If you have any questions regarding your energy supply charges, don't hesitate to call us toll-free (866) 568-0290, Monday through Friday, 8:00 a.m. – 5:30 p.m. EST, and a Customer Service Representative will assist you. Be sure to visit us on-line at, www.NJGandE.com.

Sincerely,

NJG&E's Customer Service Team

Enclosures: Terms and Conditions
Rebate Certificate

ESL-0095

New Jersey Customers
RESIDENTIAL TERMS AND CONDITIONS – ELECTRICITY - PURCHASE AND SALE AGREEMENT

This agreement ("Agreement") to purchase and sell energy is by and between New Jersey Gas & Electric ("NJG&E"), License # **ESL-0095**, and the Customer (as defined in the Customer Enrollment Form and/or transcript of the enrollment telephone call between NJG&E and Customer – collectively referred to as the "Enrollment Confirmation") whereby Customer agrees to buy from NJG&E and NJG&E agrees to sell to Customer energy (as stated in the Enrollment Confirmation) in amounts necessary to meet 100% of the Customer's requirements during the Term (defined below) of this Agreement. The month of termination shall be a full calendar month and the termination shall occur on the last day thereof. Customer understands that switching to a competitive third party supplier is not mandatory, and Customer has the option of remaining with the local utility ("LU") for basic electric supply service.

1. **Term.** The term of this Agreement ("Term") shall commence as of the later of (1) your next billing cycle, (2) the date of your eligibility in the Choice Program, or (3) the date the change of provider to NJG&E is deemed effective by the LU and shall continue as indicated in the Enrollment Confirmation ("Initial Term"). This Agreement shall automatically renew for successive monthly periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew at least thirty (30) days prior to the end of the intended month of termination. The month of termination shall be a full calendar month and the termination shall occur on the last day thereof.

2. **Price.** The price for all energy sold under this Agreement during the Initial Term of this Agreement and any Renewal Terms shall be a variable rate. There are no additional fees for switching your energy service. Our price does not include utility distribution service and other utility-related charges, which are separate amounts that you must pay to the utility. If my account is switched by the LU to be billed separately by NJG&E due to my arrears balance, then my monthly service fee due to NJG&E shall not exceed \$10.00. Additional details are below:

Variable-Rate Plan: The price for all energy sold under this Agreement during the Term shall be a rate calculated monthly based on the applicable PJM zonal wholesale electric, ancillary services, capacity and other costs associated with providing full requirements services to Customer. The monthly rate may be higher or lower than the LU price in any given month. The rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. The stated price does not include applicable taxes.

3. **Consumer Protections.** In the event of non-payment of any amounts owed by Customer to NJG&E, Customer may be subject to suspension of distribution service by the LU and NJG&E reserves the right to terminate this Agreement and commodity service hereunder to the Customer under procedures approved by the New Jersey Board of Public Utilities ("BPU") at (800) 624-0241. NJG&E will provide at least thirty (30) calendar days notice prior to canceling service to Customer for Customer non-payment of any amounts owed to NJG&E.

4. **Emergency Service.** In the event of an energy emergency or service interruption, you should immediately call your local utility's 24-hour energy emergency hotline (PSE&G – (800) 436-7734, Rockland Electric – (800) 533-5325, Atlantic City Electric – (800) 833-7476, Jersey Central Power & Light Company – (888) 544-4877) and emergency personnel.

5. **Information Release Authorization.** Customer authorizes NJG&E to obtain and review information regarding the Customer's credit history from credit reporting agencies and Customer's consumption history, billing determinant, and credit information from the LU. This information may be used by NJG&E to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. The Enrollment Confirmation shall be deemed to represent Customer's authorization for the release of this information to NJG&E. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to NJG&E, or calling NJG&E at (866) 568-0290. NJG&E reserves the right to cancel this Agreement on thirty (30) calendar days notice in the event Customer rescinds such authorization.

6. **Dispute Resolution.** In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute without the assistance of third parties. In such case, Customer should contact NJG&E in writing at 1 Bridge Plaza, 2nd Floor, Ft. Lee, NJ 07024, or by telephone at (866) 568-0290. If the dispute is not resolved, the Customer may contact the BPU toll-free number (800) 624-0241. If the dispute is not resolved within forty-five (45) days, it may be submitted by either party to mediation or a court of competent jurisdiction. The Customer shall remit payment for the undisputed charges.

7. **Procedures.** Customer or NJG&E may cancel this Agreement (for reasons other than non-payment) at any time by providing written notice to the other party at least thirty (30) days prior to the end of the intended month of termination. If Customer fails to notify NJG&E as set forth above, Customer shall remain liable to pay NJG&E for any energy acquisitions made by NJG&E to serve Customer under this Agreement at the price set forth above. It may take up to sixty (60) days after cancellation for Customer to receive supply from the LU or other energy supplier, depending upon the LU or other supplier procedures, and Customer is responsible for all NJG&E supply charges until Customer receives supply from the LU or other supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading, or if meter access is restricted, an estimate of consumption will be used to calculate such bill, which will be reconciled after the final meter reading. Residential customers may cancel this Agreement within fourteen (14) calendar days of the Enrollment Confirmation without penalty ("Rescission Period") by notifying NJG&E, in writing at 1 Bridge Plaza, 2nd Floor, Ft. Lee, NJ 07024, or by telephone at (866) 568-0290. Customer may cancel this Agreement with forty-eight (48) hours notice without penalty, as a result of a relocation within or outside the LU's franchise area, disability and/or death. If LU removes Customer's account from consolidated billing NJG&E reserves the right to bill Customer directly.

8. **Energy Supply Quantity.** All energy quantities supplied under this Agreement, including storage energy, shall be determined solely by the LU and all such amounts shall be accepted as accurate and conclusive by both parties and shall constitute the amount of the sale hereunder.

9. **Agency & Power of Attorney.** Customer appoints NJG&E as its agent and grants NJG&E a power of attorney to act on Customer's behalf in acquiring the supplies necessary to meet Customer's energy needs, contracting for and administering transportation, transmission and related services over interstate facilities and any LU services necessary to deliver energy to the Customer's premises. These services are provided by NJG&E at no additional charge to Customer as they are already included in the price noted above.

10. **Invoicing and Payment.** Unless otherwise agreed to in writing, the LU will invoice the Customer monthly for energy supplied under this Agreement. Customer will pay each invoice in full, on or before the due date, or be subject to a late payment charge of 1.5% per month. Customer payments shall be pro-rated between the LU and NJG&E in accordance with procedures adopted by the BPU.

11. **Title.** All energy sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be a location determined by NJG&E, and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from NJG&E to Customer.

12. **Liability.** In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

13. **Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall be exclusively in New Jersey. This Agreement shall be construed under and shall be governed by the laws of New Jersey.

14. **Assignment.** Customer may not assign its interest in and obligations under this Agreement without the express advance written consent of NJG&E. NJG&E may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the BPU rules and procedures, if any, governing such transactions.

15. **Severance.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

16. **No Warranties.** Unless otherwise expressly set forth in this Agreement, NJG&E provides and Customer receives no warranties, express or implied, statutory, or otherwise and NJG&E specifically disclaims any warranty of merchantability or fitness for a particular purpose.

17. **Delay or Failure to Exercise Rights.** No partial performance, delay or failure on the part of NJG&E in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

18. **Force Majeure and Other Circumstances.** The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, any act or cause by the LU or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, they shall give immediate notice to the maximum extent practicable in writing and provide particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure. If at some future date there is a change in any law, rule, regulation or pricing structure whereby NJG&E is prevented, prohibited or frustrated from carrying out its intent under, or the terms of, the transactions contemplated by this Agreement, then, at the sole discretion of NJG&E, this Agreement may be cancelled by NJG&E.

19. **Taxes and Laws.** Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature and description, due and payable with respect to the delivery of energy under this Agreement, shall be paid or reimbursed by Customer except for federal, state or local taxes imposed on the net taxable income of NJG&E. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.

20. **Entire Agreement.** This Agreement and the Enrollment Confirmation set forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement and the Enrollment Confirmation.

21. **Acceptance and Amendments.** This Agreement shall not become effective until accepted by NJG&E. NJG&E reserves the right to reject Customer or to cancel this Agreement upon failure of Customer to maintain satisfactory credit standing as determined by NJG&E in NJG&E's sole discretion, or to meet minimum or maximum threshold consumption levels as determined by NJG&E in NJG&E's sole discretion. NJG&E may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. If Customer does not agree to such amendment, Customer may cancel this Agreement by providing written notice to NJG&E within thirty (30) days of the date of NJG&E's notice of amendment. For inquiries and information regarding energy suppliers and the competitive retail energy market, you may contact the BPU at (800) 624-0241.



Patricia Vitale
[REDACTED]
[REDACTED]

July 18, 2011

RE: Account number [REDACTED]

Dear Vincent Vitale:

Welcome to New Jersey Gas & Electric ("NJG&E"). On behalf of everyone at NJG&E, we would like to thank you for enrolling in our highly competitive natural gas supply program. There are no fees for choosing NJG&E as your supplier, and there are no fees if you ever choose to go back to the utility.

After 6-months of service, you may receive a rebate on your first month's natural gas supply charge, in accordance with the rebate certificate. In addition, you may receive a 12% rebate on your single highest month's gas supply charge, after 12-months of service with NJG&E. After the 6th and 12th billing cycles, complete and ~~mail the enclosed rebate certificates to New Jersey Gas & Electric, Rebate Claim Department, 1 Bridge Plaza, 2nd Floor, Fort Lee, NJ 07024.~~

You will soon receive a letter from your utility confirming your enrollment with us. Your utility will continue to read your meter and deliver your natural gas, just as they do now.

We've summarized your enrollment in our program below:

- ❖ Utility: New Jersey Natural Gas
- ❖ Account number: [REDACTED]
- ❖ Product: Variable 12% After 12 with 1 Month Free Gas
- ❖ Term: Month-to-Month
- ❖ Cancellation fee: \$0

❖ In order to continue to receive our competitively priced variable rate and to be eligible to receive any applicable rebates, your account with the utility must remain current and not delinquent.

If your account is tax exempt, please fax a copy of your applicable tax exemption certificate to (888) 829-5797. Be sure to reference your utility account number.

If you have any questions regarding your energy supply charges, don't hesitate to call us toll-free (866) 568-0290, Monday through Friday, 8:00 a.m. – 5:30 p.m. EST, and a Customer Service Representative will assist you. Be sure to visit us on-line at, www.NJGandE.com.

Sincerely,

NJG&E's Customer Service Team

Enclosures: Terms and Conditions
Rebate Certificate

TPS # GSL-0082

New Jersey Customers
RESIDENTIAL TERMS AND CONDITIONS – NATURAL GAS - PURCHASE AND SALE AGREEMENT

This agreement ("Agreement") to purchase and sell energy is by and between New Jersey Gas & Electric ("NJG&E"), License # **GSL-0082**, and the Customer (as defined in the Customer Enrollment Form and/or transcript of the enrollment telephone call between NJG&E and Customer – collectively referred to as the "Enrollment Confirmation") whereby Customer agrees to buy from NJG&E and NJG&E agrees to sell to Customer natural gas (as stated in the Enrollment Confirmation) in amounts necessary to meet 100% of the Customer's requirements during the Term (defined below) of this Agreement. The month of termination shall be a full calendar month and the termination shall occur on the last day thereof. Customer understands that switching to a competitive third party supplier is not mandatory, and Customer has the option of remaining with the local utility ("LU") for basic gas supply service.

1. **Term.** The term of this Agreement ("Term") shall commence as of the later of (1) your next billing cycle, (2) the date of your eligibility in the Choice Program, or (3) the date the change of provider to NJG&E is deemed effective by the LU and shall continue as indicated in the Enrollment Confirmation ("Initial Term"). This Agreement shall automatically renew for successive monthly periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew at least thirty (30) days prior to the end of the intended month of termination. The month of termination shall be a full calendar month and the termination shall occur on the last day thereof.

2. **Price.** The price for all natural gas sold under this Agreement during the Initial Term of this Agreement and any Renewal Terms shall be the rate agreed to in the Enrollment Confirmation. There are no additional fees for switching your natural gas service. Our price does not include utility distribution service and other utility-related charges, which are separate amounts that you must pay to the utility. If my account is switched by the LU to be billed separately by NJG&E due to my arrears balance, then my monthly service fee due to NJG&E shall not exceed \$10.00. Additional details are below:

Variable-Rate Plan: The price for all natural gas sold under our Variable-Rate Plan is a rate set by us each month based on our evaluation of a number of factors that affect the total price of natural gas to a customer. The following description is not exhaustive of all factors that might influence our pricing decision each month, but it does describe the major components that influence our analysis in a typical month. Each month our management uses the information described below, along with numerous other considerations, to determine the price in the upcoming month. We determine the cost of all natural gas (including, where applicable, storage costs, transportation costs and line losses) that we have already obtained for delivery to customers in your utility territory for the upcoming month. Because we often acquire supply over time in preparation for future delivery needs and do not acquire all of our required gas from the spot market, our supply costs may not directly follow spot market prices. If additional supplies of natural gas will be required for the upcoming month, we will determine the anticipated cost to acquire such additional supplies in the spot market. If we expect to have surplus supply for the upcoming month, we evaluate the expected income we may receive from selling the surplus. The rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. The stated price does not include applicable taxes.

3. **Consumer Protections.** In the event of non-payment of any amounts owed by Customer to NJG&E, Customer may be subject to suspension of distribution service by the LU and NJG&E reserves the right to terminate this Agreement and commodity service hereunder to the Customer under procedures approved by the New Jersey Board of Public Utilities ("BPU") at (800) 624-0241. NJG&E will provide at least thirty (30) calendar days notice prior to canceling service to Customer for Customer non-payment of any amounts owed to NJG&E.

4. **Emergency Service.** In the event of an energy emergency or service interruption, you should immediately call your local utility's 24-hour gas emergency hotline (New Jersey Natural Gas - (800) 221-0051, South Jersey Gas – (800) 582-7060, PSEG – (800) 436-7734) and emergency personnel.

5. **Information Release Authorization.** Customer authorizes NJG&E to obtain and review information regarding the Customer's credit history from credit reporting agencies and Customer's consumption history, billing determinant, and credit information from the LU. This information may be used by NJG&E to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. The Enrollment Confirmation shall be deemed to represent Customer's authorization for the release of this information to NJG&E. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to NJG&E, or calling NJG&E at (866) 568-0290. NJG&E reserves the right to cancel this Agreement on thirty (30) calendar days notice in the event Customer rescinds such authorization.

6. **Dispute Resolution.** In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute without the assistance of third parties. In such case, Customer should contact NJG&E in writing at 1 Bridge Plaza, 2nd Floor, Ft. Lee, NJ 07024, or by telephone at (866) 568-0290. If the dispute is not resolved, the Customer may contact the BPU toll-free number (800) 624-0241. If the dispute is not resolved within forty-five (45) days, it may be submitted by either party to mediation or a court of competent jurisdiction. The Customer shall remit payment for the undisputed charges.

7. **Procedures.** Customer or NJG&E may cancel this Agreement (for reasons other than non-payment) at any time by providing written notice to the other party at least thirty (30) days prior to the end of the intended month of termination. If Customer fails to notify NJG&E as set forth above, Customer shall remain liable to pay NJG&E for any energy acquisitions made by NJG&E to serve Customer under this Agreement at the price set forth above. It may take up to sixty (60) days after cancellation for Customer to receive supply from the LU or other energy supplier, depending upon the LU or other supplier procedures, and Customer is responsible for all NJG&E supply charges until Customer receives supply from the LU or other supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading, or if meter access is restricted, an estimate of consumption will be used to calculate such bill, which will be reconciled after the final meter reading. Residential customers may cancel this Agreement within fourteen (14) calendar days of the Enrollment Confirmation without penalty ("Rescission Period") by notifying NJG&E, in writing at 1 Bridge Plaza, 2nd Floor, Ft. Lee, NJ 07024, or by telephone at (866) 568-0290. Customer may cancel this

Agreement with forty-eight (48) hours notice without penalty, as a result of a relocation within or outside the LU's franchise area, disability and/or death. If LU removes Customer's account from consolidated billing NJG&E reserves the right to bill Customer directly.

8. Energy Supply Quantity. All energy quantities supplied under this Agreement, including storage gas, shall be determined solely by the LU and all such amounts shall be accepted as accurate and conclusive by both parties and shall constitute the amount of the sale hereunder.

9. Agency & Power of Attorney. Customer appoints NJG&E as its agent and grants NJG&E a power of attorney to act on Customer's behalf in acquiring the supplies necessary to meet Customer's gas needs, contracting for and administering transportation, transmission and related services over interstate facilities and any LU services necessary to deliver gas to the Customer's premises. These services are provided by NJG&E at no additional charge to Customer as they are already included in the price noted above.

10. Invoicing and Payment. Unless otherwise agreed to in writing, the LU will invoice the Customer monthly for gas supplied under this Agreement. Customer will pay each invoice in full, on or before the due date, or be subject to a late payment charge of 1.5% per month. Customer payments shall be pro-rated between the LU and NJG&E in accordance with procedures adopted by the BPU.

11. Title. All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be a location determined by NJG&E, and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from NJG&E to Customer.

12. Liability. In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

13. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall be exclusively in New Jersey. This Agreement shall be construed under and shall be governed by the laws of New Jersey.

14. Assignment. Customer may not assign its interest in and obligations under this Agreement without the express advance written consent of NJG&E. NJG&E may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the BPU rules and procedures, if any, governing such transactions.

15. Severance. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

16. No Warranties. Unless otherwise expressly set forth in this Agreement, NJG&E provides and Customer receives no warranties, express or implied, statutory, or otherwise and NJG&E specifically disclaims any warranty of merchantability or fitness for a particular purpose.

17. Delay or Failure to Exercise Rights. No partial performance, delay or failure on the part of NJG&E in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

18. Force Majeure and Other Circumstances. The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, any act or cause by the LU or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, they shall give immediate notice to the maximum extent practicable in writing and provide particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure. If at some future date there is a change in any law, rule, regulation or pricing structure whereby NJG&E is prevented, prohibited or frustrated from carrying out its intent under, or the terms of, the transactions contemplated by this Agreement, then, at the sole discretion of NJG&E, this Agreement may be cancelled by NJG&E.

19. Taxes and Laws. Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature and description, due and payable with respect to the delivery of energy under this Agreement, shall be paid or reimbursed by Customer except for federal, state or local taxes imposed on the net taxable income of NJG&E. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.

20. Entire Agreement. This Agreement and the Enrollment Confirmation set forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement and the Enrollment Confirmation.

21. Acceptance and Amendments. This Agreement shall not become effective until accepted by NJG&E. NJG&E reserves the right to reject Customer or to cancel this Agreement upon failure of Customer to maintain satisfactory credit standing as determined by NJG&E in NJG&E's sole discretion, or to meet minimum or maximum threshold consumption levels as determined by NJG&E in NJG&E's sole discretion. NJG&E may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. If Customer does not agree to such amendment, Customer may cancel this Agreement by providing written notice to NJG&E within thirty (30) days of the date of NJG&E's notice of amendment. For inquiries and information regarding gas suppliers and the competitive retail energy market, you may contact the BPU at (800) 624-0241.