



May 3, 2012

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 400 North Street
2nd Floor, Room N 201
Harrisburg, PA 17102

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PA PUC
SECRETARY'S BUREAU

Re: Just Energy Pennsylvania Corp. ("Just Energy") Electric Generation Supplier License Application, Docket No. A-2009-2097544

Dear Secretary Chiavetta:

Just Energy filed an application to expand its electric generation supplier ("EGS") license to all utility service territories throughout the Commonwealth of Pennsylvania in June 2011. In conjunction with this application, the Pennsylvania Public Utility Commission ("Commission") requested through a Secretarial Letter dated October 6, 2011, that a status report required by the Commission's December 23, 2009 Order granting Just Energy's initial EGS license be submitted at this time. Staff has also requested information relating to PJM's load serving entities ("LSE") requirements. In addition, due to the passage of time since the filing of this application, it is necessary to update the information provided in the application with several amendments to the application. Therefore, in accordance with 52 Pa. Code §§ 5.91(a), 54.34 and the Commission's Final Order of December 23, 2009 in Docket No. A-2009-2097544, attached are an original and three copies of the following documents. **Please note that several of these documents, in whole or in part, contain information that is proprietary and confidential. Under Commission procedures, this information should be treated by the Commission as confidential and should not be included in the Commission's public document folder. Unredacted versions of these documents are being submitted in a sealed envelope marked "Proprietary and Confidential":**

- Status report referenced in the December 23, 2009 Commission Order in Docket No. A-2009-2097544 (**Proprietary and Confidential**);
- Proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of Just Energy Pennsylvania Corp. as required in Section 10(a) of the application to serve as an EGS in the Commonwealth of Pennsylvania (**Proprietary and Confidential**), and evidence that a party to that contractual arrangement is a PJM LSE (Reliability Assurance Agreement); and

- The following amendments to Just Energy Pennsylvania Corp.'s EGS license expansion application filed in June 2011 in accordance with 52 Pa. Code §§ 5.91(a), 54.34:
 - 1 (c) Regulatory Contact
 - 1 (e) Contact for Consumer Service and Complaints
 - 4 (a) Applicant's Present Operations
 - 4 (b) Applicant's Planned Operations
 - 4 (e) Customers to which applicant proposes to provide service
 - 4 (f) Proposed Marketing Methods
 - 5 (c) Compliance
 - Appendix F - Officers included in Tax Certification Statement
 - Appendix G - Staff approved Disclosure Statement (**Proprietary and Confidential**)
 - Appendix K - List of Officers
 - Appendix L - Section 5. Compliance (now titled Appendix M) (**Proprietary and Confidential**)
 - Appendix N - Organizational Chart
 - Appendix Q - Experience of Key Operating Personnel

Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,



Charles C.S. Iannello
Director, U.S. Regulatory Affairs
(217) 899-2537
ciannello@justenenergy.com

CC: Mr. James Shurskis
Mr. Paul Diskin
Mr. Anthony Rametta
Mr. David Mick

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**Status Report of Just Energy Pennsylvania Corp.
(PUBLIC VERSION)**

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**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

License Application of Pennsylvania
Energy Savings Corp. for Approval to
Offer, Render, Furnish or Supply
Electricity or Electric Generation Services
as a Supplier, Broker/Marketer and
Aggregator Engaged in the Business of
Supplying Electricity

Docket No. A-2009-2097544

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Status Report of Just Energy Pennsylvania Corp.

I. Introduction

On December 23, 2009 Just Energy Pennsylvania Corp. ("Just Energy" or "Company") was granted an electric supplier license in this docket. As part of that license, Just Energy is required to file with the Pennsylvania Public Service Commission ("Commission") a Status Report ("Report"). Per the Commission's December 23, 2009 Order ("Order"), Just Energy shall:

...file a status report with the Commission describing its compliance with the Public Utility Code, Commission Orders and Regulations, and the conditions set forth herein. The status report shall also include updated information regarding lawsuits, investigations, and state commission proceedings involving its affiliates in other jurisdictions. A copy of this status report shall be provided to Paul Diskin in the Commission's Bureau of Fixed Utility Services and David Mick in the Commission's Bureau of Consumer Services.¹

Commission staff requested that Just Energy submit the Report with a status update as of August 17, 2011, in conjunction with the Company's pending application for state-wide authority to

¹ Order page 13.

serve customers in the Commonwealth of Pennsylvania (“Application”). Staff also requested that the information provided in Section 5, Compliance, of the Application be updated through the date of filing of the Report and in accordance with the Commission's Final Order in Docket No. A-2009-2097544.

II. Compliance with the Public Utility Code, Commission Orders and Regulations and with the Order.

As of August 17, 2011, Just Energy had not conducted any door-to-door marketing. Just Energy is currently in the process of amending its license to market in all jurisdictions in Pennsylvania. Just Energy abides by all laws rules and regulations of the Pennsylvania Public Utility Code, Commission Orders and specifically with the Order in Docket No. A-2009-2097544.

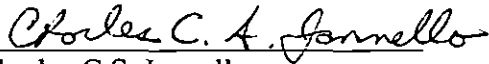
III. Information Regarding Lawsuits, Investigations, and State Commission Proceedings


The Commission’s Final Order in Docket No. A-2009-2097544 required an update of lawsuits, investigations and state commission proceedings to be included in the Report. Staff requested that Just Energy include an update to the information included in Section 5 of the Application. Just Energy filed amendments to the Application concurrent with this report and has included the same information provided in the amended Application in Attachment 1 to this Report.

IV. Conclusion

Just Energy appreciates the opportunity to inform the Commission of its compliance with the Commission's Final Order in Docket No. A-2009-2097544 as well as other applicable rules and laws.

Respectfully Submitted,


Charles C.S. Iannello
Director, U.S. Regulatory Affairs
6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
217-899-2537
ciannello@justenergy.com



Attachment 1

As a large corporation and with more than a thousand employees and multiple lines of business operating in nearly all U.S. States and Canadian provinces that are open to energy competition, Just Energy Group, Inc., the parent company of Just Energy Pennsylvania Corp., and its subsidiaries are regularly subject to a number of corporate reviews and suits involving a variety of corporate issues that are not related to its provision of energy service to retail customers. Just Energy has only included in this report matters relating to its provision of customer energy service and regulatory compliance.

Just Energy Group, Inc.'s subsidiaries serve nearly two million customers and, like all companies of this size, receive a number of informal inquiries and complaints from individual customers across all jurisdictions. Informal inquiries and complaints are not included in this response as Section 5, Compliance, only requires "formal" or "escalated" matters.

Below is a list of pending formal complaints filed by customers against affiliates of Just Energy:

Pennsylvania Public Utility Commission- Docket No. C-2011-2235066 - Heather Douglass vs. PECO Energy. On April 27, 2011, PECO Energy Company ("PECO") filed a motion to join Commerce Energy as an indispensable party to this docket and as a result we were added to this case. The customer disputed her unpaid balance that included mainly Commerce Energy related energy charges that PECO paid us under the POR process but never received payment for from the customer. A hearing for this case is scheduled in May 2012 but we are in the process of settling this issue and it should close without a hearing within the next few weeks.

Pennsylvania Public Utility Commission- Docket No. C-2010-2193415 - E.C. Smart v. Commerce Energy, Inc. This complaint was filed against Commerce Energy on August 2, 2010. The customer disputed her unpaid balance claiming she never agreed to switch to ACN/Commerce. A hearing was held in October 2011. The case was dismissed as the complainant did not appear. An order was released in January 2012 setting a new hearing date because the original dismissal was sent to the wrong address. On April 17, 2012 another hearing was held and the complainant again did not appear. The complainant refused to settle. It is anticipated that this case will be dismissed. A Final Order is expected sometime in May or June.

Public Utility Commission of Texas- Docket No. 40213, SOAH Docket No. 473-12-5686: Complaint of Nancy Arreguin and Jose Arreguin against Hudson Energy Services, LLC. Large commercial customer complaint filed on March 6, 2012 claiming improper assessment of an early termination fee. In an effort to resolve the matter, Hudson waived the fee and filed a motion to dismiss based on the fact that there were no claims to adjudicate. As of April 17, 2012, customer notified the PUCT that it intends to file a withdrawal of claim. The proceeding is expected to be dismissed by mid-May.

Superior Court of Justice, Ottawa (August 27, 2010) Canadian Medical Association v. Just

Energy Ontario L.P., 10-49085. Customer is seeking reimbursement claiming that the independent contractor signed up a person without authority. JE has denied liability and issued a Third Party Claim against the property management firm who signed the contract. Plaintiff has now added the independent contractor as a party defendant. The action is proceeding.

Superior Court of Justice, Belleville (January 11, 2011) Durabla Canada Ltd. v. Just Energy and Union Gas, CV-11-0001-00. The plaintiff is claiming cancellation based on an invalid renewal and reimbursement, claiming no contract with Sunoco. JE acquired the customers of Sunoco in 2002. The plaintiff has been a flowing customer of JE since 2002 without complaint. JE has denied all claims.

Superior Court of Justice, Toronto (May 5, 2011) Gulan Die Casting v. Just Energy, CV-11-425594. This former customer is claiming an invalid contract and reimbursement. JE has filed a statement of defense denying liability and has counterclaimed against the plaintiff. The action is proceeding.

Superior Court of Justice, Toronto (May 9, 2011) Seguin Holdings (No. 3) Ltd. and English Bay Batter v. Just Energy, CV-11-425936. This former customer is claiming an invalid contract, cancellation of exit fees and reimbursement. The Plaintiff had been a flowing customer of JE for over ten years without complaint. JE has filed a defense denying all claims and has issued a counterclaim against the plaintiff. The action is proceeding.

Superior Court of Justice, Toronto (May 20, 2011) Metropolitan Toronto Condominium Corporation No. 796 v. Just Energy Ontario L.P., CV-11-42089. This is a claim by a former customer claiming unauthorized signature, cancellation of exit fees and reimbursement. JE was successful on its motion to proceed by way of arbitration, as per the terms of the contract and was ordered costs (of the motion) against the plaintiff in the sum of \$8,500.

Superior Court of Justice Toronto (June 10, 2011) Utrade Canada et al v. Just Energy Ontario L.P., CV-11-427464. This former customer is claiming signatory (who signed in 2007) was unauthorized. JE has filed a statement of defense denying liability.

Supreme Court of British Columbia, Vancouver (November 22, 2011) Barfield Realty Ltd. and Bristol Investments Ltd. v. Just Energy (B.C.) Limited Partnership et al, S-117898. This is a claim by a former customer of CEG alleging breach of contract resulting from CEG's insolvency and because they did not give written consent to assign their contracts to ESBC. Customer is claiming cancellation and reimbursement. JE has filed a defense denying liability. The action is proceeding.

Superior Court of Justice Brampton (January 2012) Byers Bush v. Just Energy, CV-12-00098-00. This is a claim by a former customer alleging unauthorized signatory and claiming reimbursement. JE has filed a defense denying liability. The action is proceeding.

New York Public Service Commission (NYPSC) Case No. 12-M-0113 involves a formal complaint by customer Metro Eleven Hotels/Hersha Hospitality against Just Energy New York Corp. Customer alleges that Just Energy engaged in slamming in enrolling the account in question and the OCS conclusion that slamming did not occur. Comments are due by May 4. Customer previously filed two informal complaints regarding this same matter in which the NYPSC Staff found no wrongdoing on the part of Just Energy and dismissed the complaints.

Below are pending matters related to business in U.S. jurisdictions:



Just Energy Illinois Corp. formerly known as Illinois Energy Savings Corp. ("IESC"): In March 2008, in ICC Docket No. 08-0175, the Citizens Utility Board ("CUB") and other parties filed a complaint against IESC alleging violations of Article XIX of the Illinois Public Utilities Act and other laws and administrative code. In April 2010, the Illinois Commerce Commission issued its Final Order in Docket No. 08-0175, which found eight individual violations of subsection 19-115(c) of the Illinois Public Utilities Act, by failing to obtain verifiable authorization of a switch, a single violation of subsection 19-115(f) for inaccurate price disclosures in marketing materials, and a single violation of the Standards of Conduct in gas utility tariffs. There was no finding of a violation of the Consumer Fraud and Deceptive Business Practices Act. Further, there was a finding that IESC had not violated the common law prohibition against unreasonable liquidated damages. IESC was ordered to pay a fine of \$90,000, undergo an audit, and implement corrective measures to ensure future adherence to Illinois laws and regulations. After a one year delay due to administrative matters on the side of the State, the audit commenced April 2011 and concluded January 2012. Just Energy filed its response to the audit agreeing to adopt all audit recommendations and is in the process of finalizing this matter.

Below are resolved matters related to business in U.S. jurisdictions:

Just Energy Illinois Corp. formerly known as Illinois Energy Savings Corp. ("IESC") -- Illinois Attorney General (ILAG) --In February 2009, the ILAG brought suit against IESC related to allegations that IESC used deceptive sales tactics and promised savings to customers, which conduct, if proven, would in ILAG's view have amounted to conduct in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act. This complaint contained substantially the same allegations as the complaint filed by Citizens Utility Board in Docket No. 08-0175 before the Illinois Commerce Commission. In May 2009, the ILAG and IESC entered into a settlement agreement. The ILAG and IESC agreed to a stipulated final judgment and consent decree. Although IESC denied the allegations in the suit, it agreed to: i) pay restitution to Illinois consumers; ii) provide eligible consumers with notice of the settlement within 30 days and notice regarding the submission of claim forms to access the restitution funds; iii) allow current eligible customers to cancel contracts without paying an early termination fee; iv) ensure that all marketing material had full disclosures regarding the type of product, the conditions of service and any existence of early contract termination fees; v) cap any early termination fees at \$50; and vi) investigate and terminate sales representatives who were proven to have misled consumers, to have provided false information during solicitations or to have forged contracts or agreements. No violations of the Consumer Fraud and Deceptive Business Practices Act were found in this proceeding.

Just Energy Indiana Corp. formerly known as Indiana Energy Savings Corp. (“IESC”) – Pamela Tillman vs. U.S. Energy Savings Corp. 1:08-cv-01641 (United States District Court, Northern District of Illinois, Eastern Division) On March 20, 2008, an Indiana resident filed a proposed consumer class action against IESC in Illinois also based on allegations similar to those made by the Illinois Attorney General. The matter was voluntarily dismissed with prejudice. Considered resolved by both parties.

Just Energy New York Corp. formerly known as New York Energy Savings Corp. - New York Attorney General (NYAG) – In February 2008, the NYAG conducted an informal review related to consumer complaints alleging that independent contractors representing NYESC had made promises of savings to consumers. A voluntary settlement resulted in an Assurance of Discontinuance which was accepted in July 2008 (AOD-08-84), in which NYESC agreed to cancel customers without fees, make a one-time payment of \$100,000 and an additional \$100,000 payment in costs to NYAG. NYESC also agreed to ; i) provide to every new customer a letter setting out the contract cancellation period and early termination fees; ii) confirm all details and qualifiers of its agreements with consumers either by recorded call or in writing; iii) obtain background and/or reference checks for all potential sales contractors; iv) review all consumer complaints and provide a response within 30 days of receipt; v) terminate any independent contractor who was proven to have misled consumers more than twice; and vi) waive termination fees for any consumer who cancelled an agreement within 60 days of the date of the AOD.

Hudson Energy Services, LLC (“Hudson Energy”) (This matter occurred prior to Just Energy Group Inc.’s acquisition of Hudson Energy Services) This matter involved allegations of billing errors on the part of Hudson Energy in New Jersey, which caused approximately 2000 of its customers to be overcharged seven percent for energy services supplied by Hudson Energy from December 2008-August 2009. Upon review the Staff of the New Jersey Board of Public Utilities alleged that the Hudson Energy did not comply with the Board’s requirements related to New Jersey Offices as set out in N.J.A.C. 14:4-5.2(a)-(b). Hudson Energy submitted an Offer of Settlement to resolve the outstanding violations alleged by Board Staff. The Offer of Settlement included credits and refunds totaling \$86,853.00 as well as other minor compliance remedies. The Board did find that Hudson Energy’s Offer of Settlement resolved the outstanding allegations, accepted it for the purpose of the proceeding and ordered the investigation that initiated the matter closed. Hudson Energy also relocated its principal place of business in New Jersey.

Universal Energy Corporation (“UEC”) – (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) Michigan Public Utilities Commission (MPUC) – February 2008. Commission Order no. U-15509 directed a formal investigation into the marketing and customer service practices of Universal Gas and Electric Corporation (UGE) (which is an affiliate of UEC and was acquired by Just Energy along with UEC in 2009). The primary catalyst for this investigation was the number of complaints received by the Commission relating to the marketing practices of UGE. The bulk of the allegations in these complaints were that independent contractors were not describing the product offering fully or in a manner that a customer could understand. The Commission and UGE reached a settlement in which UGE agreed to; i) offer to terminate without charge contracts with certain customers or, alternatively, provide a \$50 credit to those of the affected customers who chose to remain with UGE; ii) reimburse certain customers for their time; iii) reimburse the State of Michigan \$300,000; iv)

submit its marketing materials to the MPUC staff for review; and v) change certain products and marketing practices. Universal also agreed to file a quarterly report, for a period of two years (ending February 2010), with the MPUC outlining the number of customer complaints, types of concerns, resolutions and any reimbursements paid, and to include in such reports proposals for improvement in its processes to address any systemic issues found to give rise to such complaints.

Commerce Energy, Inc. dba Just Energy – Public Utility Commission of Ohio (PUCO) Case No. 02-1828-GA-CRS. In April 2010, Just Energy received a letter from the PUCO Staff indicating that Just Energy had 25 informal complaints through the first quarter of 2010. Despite that this represented a complaint ratio of less than one tenth of one percent, Staff recommended that Just Energy take corrective action. Staff then published a report outlining activities relating to door-to-door solicitations that Staff recommended should be corrected. PUCO Staff, the Ohio Consumers Counsel, and Just Energy entered into a Joint Stipulation and Recommendation (“Stipulation”). According to the Stipulation, Just Energy would have to pay \$100,000 if, in any three month rolling period, there were two months with 10 or more verified allegations related to door-to-door sales and an additional \$100,000 for two such occurrences. Just Energy was also required to provide all customers who have signed up between April and September 2010 to leave or alter their contract without fees. As part of the settlement, Just Energy agreed to retrain all sales agents to assure compliance and also revised its Compliance Matrix for the Ohio market. In addition, new TPV processes were implemented and additional quality assurance agents that are independent from the sales group were hired to review sales calls. The settlement also required Just Energy to make adjustments to its contracts. The requirement to maintain complaint levels was in effect through December 2011. Just Energy fulfilled all obligations of the settlement agreement and maintained complaint levels below the thresholds that would have triggered additional payments or further action. This matter is now closed.

Below are pending matters related to business in Canadian jurisdictions:



Below are resolved matters related to business in Canadian jurisdictions:

Universal Energy Corporation (“UEC”) (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) British Columbia Utilities Commission (BCUC) – March 2008. In Commission Order no.G-47-08 UEC was found in violation of Articles 14 & 29 of the Commission’s *Code of Conduct*. The incident in question involved allegation that an independent agent representing UEC conducted himself in an aggressive manner towards a customer. UEC acknowledged the incident, and was ordered to pay a penalty of \$7,000.00, re-train and certify all agents in British Columbia within 14 days of the Order, and train all new agents in accordance with the Order.

Universal Energy Corporation (“UEC”) (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) Ontario Energy Board (OEB – EB – 2009-0005-January 20th 2009;

pursuant to section 112.7 of OEB Act, 1998 and as part of the OEB reaffirmation audit, it was determined that misleading statements were used during reaffirmations completed within the time frame of March 2007 to June 2008. The misleading statements included “the cap will be removed in May 2008” and “RPP is currently subsidized by the government”. For a period of 18 months Universal committed to report on any disciplinary action taken as a results of it quality assurance audits of all positive reaffirmation calls. UEC was ordered to pay an initial penalty of \$200,000 later reduced to \$127,500.

Universal Energy Corporation (“UEC”) (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) Ontario Energy Board (“OEB”) EB – 2009-0118- on April 29th 2009, Pursuant to section 112.5 of OEB Act, 1998 a penalty pertaining to two specific instances of making false and misleading statements, and one instance of a breach of section 2.3 of the Code of Conduct for Gas Marketers related to natural gas supply submission without the consumers written permission. UEC was fined \$60,000.

Just Energy Ontario L.P. (“Just Energy”) – Ontario Energy Board (“Board”) EB 2011-03-12 – Following the enactment of the Energy Consumer Protection Act 2010, the Board initiated a series of compliance inspections of all electricity and natural gas retailers in Ontario. The Board found minor deficiencies in Just Energy’s marketer id badges, contract renewal form content, price comparison documents, and calls related to renewals. Just Energy entered into an Assurance of Voluntary Compliance and paid a \$50,000 administrative penalty. This matter has been closed.

Matters in State of Texas:

The Staff of the Public Utility Commission of Texas (“Staff”) routinely issues requests for information to licensed entities and audits Retail Electric Providers in the State of Texas. Such requests for information (“RFIs”) and audits are not conducted pursuant to any official direction from the Public Utility Commission of Texas (“PUCT”) and, therefore, are considered to be informal. These Staff-initiated RFIs and audits, which are fairly common and sometimes directed toward all market participants in a particular segment, could potentially lead to a formal docketed PUCT investigation or other type of formal proceeding. However, no Staff-initiated RFI or audit of a Just Energy Pennsylvania Corp. affiliate has ever led to any official sanction or formal action by the PUCT. Informal investigations may also lead to settlements between Staff and Retail Electric Providers, which would ultimately be recognized by the PUCT itself. Below

is information regarding RFIs and audits of Just Energy Pennsylvania Corp. affiliates that led to settlement agreements between Staff and the Retail Electric Provider in question:

Just Energy Texas LP (“Just Energy”) - On March 26, 2010, PUCT Staff conducted an audit of Just Energy’s general compliance with the Public Utility Regulatory Act (PURA) and Chapter 25, Subchapter R, of the Electric Customer Protection Rules. Staff alleged deficiencies with: (1) the Letter of Authorization included in Just Energy’s contract expiration and renewal notice, (2) disclosures regarding how to obtain information about the price that would apply on the next bill; (3) certain disclosures required for contract expiration and renewal offers; (4) the right of rescission disclosure in a separate paragraph/box on the Terms Of Service; (5) disclosure of the term of certain customers’ agreements in the Electricity Fact Label; 6) notice of amount of deposit on customer bill or in receipt; and (7) disclosures on the disconnection notice. Both parties entered into a settlement agreement to resolve the alleged issues identified by PUCT Staff whereby Just Energy agreed to pay an administrative penalty of \$17,250. There was no finding of violation or any wrongdoing by Just Energy as a result of this compliance audit. PUCT Staff conducted similar audits of all Retail Electric Providers in the State of Texas to measure compliance with changes to the Electric Customer Protection Rules that went into effect in August 2009.

Fulcrum Retail Energy LLC dba Amigo Energy (Amigo Energy was acquired by Just Energy Group, Inc. in October 2011. This matter occurred prior to Just Energy’s acquisition of Amigo Energy) In 2009, PUCT Staff issued an RFI to Amigo Energy after customers experienced billing issues. It was found that during a mass transfer of customers from Retail Electric Provider National Power to Amigo Energy, a critical field relating to National Power Customers was left unpopulated in Amigo Energy’s system. Staff alleged the following violations: (1) Failure to bill customers within 30 days of service in July and August 2008 (2) Billing certain customers who switched away from Amigo Energy prior to July 2, 2008 based on incorrect rates (3) Printed bills that did not match corresponding Energy Facts Labels (EFLs). The Commission found that Amigo sought in good faith to conform to the Consumer Protection Rules and worked aggressively to resolve the problems and manage the impact on customers. PUCT Staff and Amigo Energy entered into a settlement agreement in which Amigo Energy agreed to pay an administrative penalty of \$15,000.

Fulcrum Retail Energy LLC dba Amigo Energy (Amigo Energy was acquired by Just Energy Group, Inc. in October 2011. This matter occurred prior to Just Energy’s acquisition of Amigo Energy) On September 24, 2010, PUCT Staff conducted an audit of Amigo Energy’s general compliance with the Public Utility Regulatory Act (PURA) and Chapter 25, Subchapter R, of the Electric Customer Protection Rules. The audit concluded that Amigo Energy was not in compliance with several provisions of the Commission’s customer protection rules including: (1) the provision of required explanations during internet enrollment (2) inclusion of a required statement during internet enrollment (3) informing the consumer enrolling online of the option to request a copy of the Terms of Service be sent via U.S. Mail (4) providing the notice of a customer’s right of rescission during online enrollment (5) issuance of certain refunds as required by rule relating to security deposits (6) inclusion of a toll-free number in bold-face on one of the company’s bills. The alleged violations were not considered “significant” by the

PUCT Staff, and Amigo Energy corrected all of the issues prior to settlement. In the settlement between PUCT Staff and Amigo Energy, Amigo Energy agreed to pay an administrative penalty of \$13,000. PUCT Staff conducted similar audits of all Retail Electric Providers in the State of Texas to measure compliance with changes to the Electric Customer Protection Rules that went into effect in August 2009.

Tara Energy LLC (Tara Energy was acquired by Just Energy Group, Inc. in October 2011. This matter occurred prior to Just Energy's acquisition of Tara Energy) In April 2010, PUCT Staff conducted an audit of Tara Energy's general compliance with the Public Utility Regulatory Act (PURA) and Chapter 25, Subchapter R, of the Electric Customer Protection Rules. PUCT Staff alleged several areas of non-compliance with consumer protections including: (1) a discrepancy between written contract language (English) and language in which the sale was conducted (language other than English) (2) the website did not contain required explanation regarding who may enroll online (3) Website did not contain the ability to obtain the name of an authorized agent (4) failure to provide copies of a signed letter of authorization (LOA) to customers who may wish to mail in the LOA (5) terms of service did not indicate the type of product offering using the prescribed terms (6) failure to provide a deposit refund to customers who paid for service for 12-consecutive months (7) failure to express the calculation of the average price unit as cents per kilowatt-hour (8) Use of the word "base charge" on billing without providing a definition on the company's website (9) Use of the term "kWh" on billing without providing a definition on the company's website. These alleged violations were not deemed "significant" and Tara Energy corrected the issues prior to settlement. In the settlement, Tara Energy agreed to pay an administrative penalty of \$13,000. PUCT Staff conducted similar audits of all Retail Electric Providers in the State of Texas to measure compliance with changes to the Electric Customer Protection Rules that went into effect in August 2009.

**Scheduling Coordination Agreement
(PROPRIETARY AND CONFIDENTIAL)**

Reliability Assurance Agreement

PJM Interconnection, L.L.C.
Rate Schedule FERC No. 44

RELIABILITY ASSURANCE AGREEMENT

Among

LOAD SERVING ENTITIES

in the

PJM REGION

Effective Date: 11/24/2011

SCHEDULE 17

PARTIES TO THE RELIABILITY ASSURANCE AGREEMENT

This Schedule sets forth the Parties to the Agreement:

AEP Retail Energy Partners LLC
AES Red Oak, LLC
Algonquin Energy Services Inc.
Allegheny Electric Cooperative, Inc.
Allegheny Energy Supply Company, L.L.C.
Ally Energy LLC.
Alpha Gas and Electric LLC
Ambit Northeast, LLC
Ameren Energy Marketing Company
American Electric Power Service Corporation on behalf of its affiliates:
 Appalachian Power Company
 Columbus Southern Power Company
 Indiana Michigan Power Company
 Kentucky Power Company
 Kingsport Power Company
 Ohio Power Company
 Wheeling Power Company.
American Municipal Power, Inc.
American Power Partners LLC
American PowerNet Management, L.P.
American Transmission Systems, Inc.
AP Gas and Electric (PA), LLC
APN Starfirst, LP
ArcelorMittal USA LLC
Asset and Energy Cost Saving Cooperative, LLC
Atlantic City Electric Company
Baltimore Gas and Electric Company
Bank of America, N.A.
Barclays Bank PLC
Batavia, IL (City of)
BBPC LLC d/b/a Great Eastern Energy
Blackstone Wind Farm, LLC
Blue Ridge Power Agency, Inc.
Blue Star Energy Services, Inc.
Border Energy Electric Services, Inc.
Borough of Butler, Butler Electric Division
Borough of Chambersburg
Borough of Lavallette, New Jersey
Borough of Mont Alto, PA
Borough of Park Ridge, New Jersey

Borough of Pitcairn, Pennsylvania
Borough of Seaside Heights, New Jersey
Borough of South River, New Jersey
BP Energy Company
Brighten Energy LLC
Cargill Power Markets LLC
Castlebridge Energy Group, LLC
CCES LLC
Central Virginia Electric Cooperative
Centre Lane Trading Limited
Champion Energy Marketing LLC
Champion Energy, LLC
Cincinnati Bell Energy, LLC
Citizens' Electric Company of Lewisburg, PA
City of Cleveland, Department of Public Utilities, Division of Cleveland Public Power
City of Dover, Delaware
City of Naperville
City of New Martinsville - WV
City of Philippi - West VA
City of Rochelle
Clearview Electric, Inc.
Cleveland Electric Illuminating Company (The)
Commerce Energy, Inc.
Commonwealth Edison Company
Conectiv Energy Supply, Inc.
ConEdison Energy, Inc.
ConocoPhillips Company
Consolidated Edison Solutions, Inc.
Constellation Energy Commodities Group, Inc.
Constellation NewEnergy, Inc.
Constellation Power Source Generation, Inc.
Corporate Services Support Corp
Credit Suisse (USA), Inc.
Dayton Power & Light Company (The)
DC Energy LLC
Delaware Municipal Electric Corporation
Delmarva Power & Light Company
Denver Energy, LLC
Devonshire Energy LLC
Direct Energy Business, LLC
Direct Energy Services, LLC
Discount Energy Group, LLC
Discount Energy, LLC
Dominion Retail, Inc.
Downes Associates, Inc.
DPL Energy Resources, Inc.

Driftwood LLC
DTE Energy Supply, Inc.
DTE Energy Trading, Inc.
Duke Energy Commercial Asset Management, Inc.
Duke Energy Kentucky, Inc.
Duke Energy Retail Sales, LLC
Duquesne Light Company
Duquesne Light Energy, LLC
Dynergy Energy Services, Inc.
Dynergy Kendall Energy, LLC
E Minus LLC
Eagle Energy, LLC
Easton Utilities Commission
EDF Industrial Power Services (IL), LLC
EDF Trading North America, LLC
Edison Mission Marketing and Trading, Inc.
Employers' Energy Alliance of Pennsylvania, Inc.
Energetix, Inc.
Energy America, LLC
Energy Cooperative Association of Pennsylvania (The)
Energy Cooperative of America, Inc.
Energy International Power Marketing Corporation
Energy Plus Holdings LLC
Energy Services Providers, Inc.
EnerPenn USA, LLC
ERA MA, LLC
Evraz Claymont Steel
Exelon Energy Company
Exelon Generation Co., LLC
FirstEnergy Solutions Corp.
First Point Power, LLC
Front Royal (Town of)
Galt Power Inc.
Gateway Energy Services Corporation
GenOn Power Midwest, LP
Gerdau Ameristeel Energy, Inc.
GDF Suez Retail Energy Solutions, LLC
Glacial Energy of New Jersey, Inc.
Great American Power, LLC
Green Mountain Energy Company
Hagerstown Light Department
Harrison REA, Inc. - Clarksburg, WV
Hess Corporation
HIKO Energy, LLC
Hoosier Energy REC, Inc.
HOP Energy, LLC

HSBC Technology & Services (USA), Inc.
Hudson Energy Services, LLC
IDT Energy, Inc.
Illinois Municipal Electric Agency
J. Aron & Company
J.P. Morgan Ventures Energy Corporation
Jack Rich, Inc. d/b/a Anthracite Power & Light Company
Jersey Central Power & Light Company
Kuehne Chemical Company, Inc.
L & P Electric Inc., d/b/a Leggett & Platt Electric Inc.
Liberty Power Corp., L.L.C.
Liberty Power Delaware LLC
Liberty Power Holdings LLC
Linde Energy Services, Inc.
Lower Electric, LLC
Macquarie Cook Energy LLC
Major Energy Electric Services LLC
Manitou Energy Fund, LP
Marathon Power, LLC
MC Squared Energy Services, LLC
Meadow Lake Wind Farm II LLC
Meadow Lake Wind Farm III LLC
Meadow Lake Wind Farm IV LLC
Meadow Lake Wind Farm LLC
MeadWestvaco Corporation
Metropolitan Edison Company
MidAmerican Energy Company
Mint Energy, LLC
Morgan Stanley Capital Group, Inc.
MP2 Energy NE, LLC
MXenergy Electric, Inc.
Natgasco, Inc.
Nexgen Management and Consulting Inc
Nextera Energy Services New Jersey, LLC
Nextera Energy Services, Illinois, LLC
Noble Americas Energy Solutions LLC
Noble Americas Gas & Power Corp.
Nordic Energy Services LLC
North American Power and Gas LLC.
North Carolina Electric Membership Corporation
North Carolina Municipal Power Agency Number 1
Northern Virginia Electric Cooperative - NOVEC
NRG Power Marketing, L.L.C.
NYSEG Solutions, Inc.
Oasis Power, LLC dba Oasis Energy
Occidental Power Services, Inc.

Ohio Edison Company
Ohms Energy Company, LLC
Old Dominion Electric Cooperative
Palmco Power MD, LLC
Palmco Power NJ, LLC
Palmco Power OH, LLC
Palmco Power PA, LLC
Panda Power Corporation
Parma Energy, LLC
PBF Power Marketing LLC
PECO Energy Company
Pennsylvania Electric Company
Pennsylvania Power Company
People's Power & Gas, LLC
PEPCO Energy Services, Inc.
Planet Energy (Maryland) Corp.
Planet Energy (Pennsylvania) Corp.
Planet Energy (USA) Corp.
Plymouth Rock Energy, LLC
Potomac Electric Power Company
Powhatan Energy Fund LLC
PPL Electric Utilities Corporation d/b/a PPL Utilities
PPL Energy Plus, LLC
Prairieland Energy, Inc.
PSEG Energy Resources and Trade LLC
Public Power, LLC
Public Service Electric & Gas Company
Realgy, LLC
ResCom Energy, LLC
Respond Power LLC
RG Steel Sparrows Point, LLC
Riverside Generating, LLC
Rolling Hills Generating, LLC
S.J. Energy Partners, Inc.
Santanna Energy Services

SMART Papers Holdings, LLC
Solios Power Mid-Atlantic Trading LLC
South Jersey Energy Company
South Jersey Energy Solutions, L.L.C.
Southeastern Power Administration
Southern Indiana Gas & Electric
Southern Maryland Electric Cooperative, Inc.
Spark Energy, L.P.
Sperian Energy Corp
Starion Energy PA Inc.

Stream Energy Columbia, LLC
Stream Energy Maryland, LLC
Stream Energy Pennsylvania, LLC
Superior Plus Energy Services Inc.
TC Energy Trading, LLC
Tenaska Power Services Co.
Texas Retail Energy, LLC
The Trustees of the University of Pennsylvania
Thurmont Municipal Light Company
Toledo Edison Company (The)
Town of Berlin, Maryland
Town of Williamsport
TransAlta Energy Marketing (U.S.) Inc.
TransCanada Power Marketing Ltd.
Tri-County Rural Electric Cooperative, Inc.
TriEagle Energy, LP
Trinity Powerworks, Inc.
U.S. Energy Partners dba PAETEC Energy Marketing
UBS AG, acting through its London Branch
UGI Energy Services, Inc.
UGI Utilities, Inc. - Electric Division
Valero Power Marketing, LLC
VCharge, Inc.
Verde Energy USA, Inc.
Vineland Municipal Electric Utility (City of Vineland)
Virginia Electric & Power Company
Viridian Energy PA LLC
Wabash Valley Power Association, Inc.
Washington Gas Energy Services, Inc.
Wellsboro Electric Company
West Penn Power Company d/b/a Allegheny Power
York Generation Company, LLC

Effective Date: 9/23/2011 - Docket #: ER11-4702-000

Section 1 (c) Regulatory Contact

Section 1 (e) Contact for Consumer Service and Complaints

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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Just Energy Pennsylvania Corp., d/b/a _____, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) Supplier of electricity, Aggregator engaged in the business of supplying electricity and Broker/Marketer engaged in the business of supply electricity services to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant:

Just Energy Pennsylvania Corp.
6345 Dixie Road, Suite 200
Mississauga, ON L5T 2E6
Canada
Phone: 905-670-4440
Fax: 905-564-6069

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

National Registered Agents, Inc.
600 N. 2nd St.
Harrisburg, PA 17101

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.

Diana Swisher Burckhart
Manager, Regulatory Affairs and Government Relations
6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6
Phone: 484-467-4782 Fax: 905-564-6069 Email: dburckhart@gmail.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

John F. Povilaitis, Esq.
Buchanan Ingersoll & Rooney, P.C.
17 N. 2nd Street, 15th Floor
Harrisburg, PA 17101
717-237-4825
717-233-0852

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, FAX number, and e-mail of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

Vanessa Anesetti-Parra
Manager, Compliance and Regulatory Administration
6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6
Phone: 905.795.3574 Fax: 1.866.299.3749 Email: vanesetti@justenergy.com

Section 4 (a) Applicant's Present Operations

Section 4 (b) Applicant's Planned Operations

4. OPERATIONS

a. **APPLICANT'S PRESENT OPERATIONS:** *(select and complete the appropriate statement)*

- The Applicant is presently doing business in Pennsylvania as a
- municipal electric corporation
 - electric cooperative
 - local gas distribution company
 - provider of electric generation, transmission or distribution services
 - Other; Identify the nature of service being rendered.

or

- The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a *(may check multiple):*

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
- Electric Cooperative and supplier of electric power
- Other (Describe):

Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

Just Energy Pennsylvania Corp. will provide residential and business customers with electricity programs that accommodate their specific requirements and reduce their exposure to changes in essential commodity prices; as well as offer environmentally friendly energy solutions from renewable sources such as wind, solar, biomass etc.

Section 4 (e) Customers to which Applicant Proposes to Provide Service

Section 4 (f) Proposed Marketing Methods

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d. **PROPOSED SERVICE AREA:** Provide a list of each Electric Distribution Company for which the Applicant proposes to provide service.

Just Energy Pennsylvania Corp. proposes to market in all service territories within the Commonwealth

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

f. **PROPOSED MARKETING METHOD** (*check all that apply*)

- Internal – Applicant will use its own internal resources/employees for marketing
- External EGS – Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate – Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party – Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- Other (Describe):

g. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
- No

If yes, will the Applicant be using a Third Party Verification procedure?

- Yes
- No

If yes, describe the Applicant's Third Party Verification procedures.

Please see appendix K

h. **START DATE:** Provide the approximate date the Applicant proposes to begin services within the Commonwealth.

Applicant is currently providing service within the Commonwealth and proposes to provide service in accordance with this expanded application beginning May 25, 2012

Section 5 (c) Compliance

5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an *administrative body* or in a *judicial forum*. If the Applicant has no proceedings to list, explicitly state such.

See Appendix M

- b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. If the Applicant has no actions or complaints to list, explicitly state such.

See Appendix M

SUMMARY: If applicable; provide a statement as to the resolution or present status of any actions listed above.

Appendix F - Officers Included in Tax Certification Statement

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**Appendix G - Staff Approved Disclosure Statement
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Appendix K - Updated List of Officers

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Appendix K

List of Directors and Officers

Directors

Name	Business Address
Gordon D. Giffin	100 King Street West, Suite 2630 Toronto, Ontario M5X 1E1
Bruce Gibson	100 King Street West, Suite 2630 Toronto, Ontario M5X 1E1
Ken Hartwick	6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6
James Lewis	5251 Westheimer Rd. Suite 1000 Houston, TX 77056

Officers

Name	Office	Business Address
Ken Hartwick	President and Chief Executive Officer	6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6
James Lewis	President and Chief Operating Officer	5251 Westheimer Rd. Suite 1000 Houston, TX 77056
Beth Summers	Chief Financial Officer	6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6
Gord Potter	Executive Vice President – Legal & Regulatory Affairs	6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6
Deborah Merrill	Vice President – Marketing and Sales	5251 Westheimer Rd. Suite 1000 Houston, TX 77056
Stuart Rexrode	Vice President – Business Development	5251 Westheimer Rd. Suite 1000 Houston, TX 77056
Robert Donaldson	Corporate Secretary	100 King Street West, Suite 2630 Toronto, Ontario M5X 1E1
Jonah Davids	Vice President and General Counsel	6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6
Blake Lasuzzo	Vice President – Supply	5251 Westheimer Rd. Suite 1000 Houston, TX 77056
Jason Garrett	Sr. Vice President and General Manager, East Region	5251 Westheimer Rd. Suite 1000 Houston, TX 77056

**Appendix L - 5. Compliance (now titled Appendix M)
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Appendix M

5. Compliance

C. CUSTOMER/REGULATORY/PROSECUTORY ACTIONS

As a large corporation and with more than a thousand employees and multiple lines of business operating in nearly all U.S. States and Canadian provinces that are open to energy competition, Just Energy Group, Inc., the parent company of Just Energy Pennsylvania Corp., and its subsidiaries are regularly subject to a number of corporate reviews and suits involving a variety of corporate issues that are not related to its provision of energy service to retail customers. Just Energy has only included in this report matters relating to its provision of customer energy service and regulatory compliance.

Just Energy Group, Inc.'s subsidiaries serve nearly two million customers and, like all companies of this size, receive a number of informal inquiries and complaints from individual customers across all jurisdictions. *Informal inquiries and complaints are not included in this response as Section 5, Compliance, only requires "formal" or "escalated" matters.*

Below is a list of pending formal complaints filed by customers against affiliates of Just Energy:

Pennsylvania Public Utility Commission- Docket No. C-2011-2235066 - Heather Douglass vs. PECO Energy. On April 27, 2011, PECO Energy Company ("PECO") filed a motion to join Commerce Energy as an indispensable party to this docket and as a result we were added to this case. The customer disputed her unpaid balance that included mainly Commerce Energy related energy charges that PECO paid us under the POR process but never received payment for from the customer. A hearing for this case is scheduled in May 2012 but we are in the process of settling this issue and it should close without a hearing within the next few weeks.

Pennsylvania Public Utility Commission- Docket No. C-2010-2193415 - E.C. Smart v. Commerce Energy, Inc. This complaint was filed against Commerce Energy on August 2, 2010. The customer disputed her unpaid balance claiming she never agreed to switch to ACN/Commerce. A hearing was held in October 2011. The case was dismissed as the complainant didn't appear. An order was released in January 2012 setting a new hearing date because the original dismissal was sent to the wrong address. On April 17, 2012 another hearing was held and the complainant again did not appear. The complainant refused to settle. It is anticipated that this case will be dismissed. A Final Order is expected sometime in May or June.

Public Utility Commission of Texas-- Docket No. 40213, SOAH Docket No. 473-12-5686: Complaint of Nancy Arreguin and Jose Arreguin against Hudson Energy Services, LLC. Large commercial customer complaint filed on March 6, 2012 claiming improper assessment of an early termination fee. In an effort to resolve the matter, Hudson waived the fee and filed a motion to dismiss based on the fact that there were no claims to adjudicate. As of April 17, 2012, customer notified the PUCT that it intends to file a withdrawal of claim. The proceeding is expected to be dismissed by mid-May.

Superior Court of Justice, Ottawa (August 27, 2010) -- Canadian Medical Association v. Just Energy Ontario L.P., 10-49085. Customer is seeking reimbursement claiming that the independent contractor signed up a person without authority. JE has denied liability and issued a Third Party Claim against the property

management firm who signed the contract. Plaintiff has now added the independent contractor as a party defendant. The action is proceeding.

Superior Court of Justice, Belleville (January 11, 2011) Durabla Canada Ltd. v. Just Energy and Union Gas, CV-11-0001-00. The plaintiff is claiming cancellation based on an invalid renewal and reimbursement, claiming no contract with Sunoco. JE acquired the customers of Sunoco in 2002. The plaintiff has been a flowing customer of JE since 2002 without complaint. JE has denied all claims.

Superior Court of Justice, Toronto (May 5, 2011) Gulan Die Casting v. Just Energy, CV-11-425594,. This former customer is claiming an invalid contract and reimbursement. JE has filed a statement of defense denying liability and has counterclaimed against the plaintiff. The action is proceeding.

Superior Court of Justice, Toronto (May 9, 2011) Seguin Holdings (No. 3) Ltd. and English Bay Batter v. Just Energy, CV-11-425936. This former customer is claiming an invalid contract, cancellation of exit fees and reimbursement. The Plaintiff had been a flowing customer of JE for over ten years without complaint. JE has filed a defense denying all claims and has issued a counterclaim against the plaintiff. The action is proceeding.

Superior Court of Justice, Toronto (May 20, 2011) Metropolitan Toronto Condominium Corporation No. 796 v. Just Energy Ontario L.P., CV-11-42089. This is a claim by a former customer claiming unauthorized signature, cancellation of exit fees and reimbursement. JE was successful on its motion to proceed by way of arbitration, as per the terms of the contract and was ordered costs (of the motion) against the plaintiff in the sum of \$8,500.

Superior Court of Justice Toronto (June 10, 2011) Utrade Canada et al v. Just Energy Ontario L.P., CV-11-427464. This former customer is claiming signatory (who signed in 2007) was unauthorized. JE has filed a statement of defense denying liability.

Supreme Court of British Columbia, Vancouver (November 22, 2011) Barfield Realty Ltd. and Bristol Investments Ltd. v. Just Energy (B.C.) Limited Partnership et al, S-117898. This is a claim by a former customer of CEG alleging breach of contract resulting from CEG's insolvency and because they did not give written consent to assign their contracts to ESBC. Customer is claiming cancellation and reimbursement. JE has filed a defense denying liability. The action is proceeding.

Superior Court of Justice Brampton (January 2012) Byers Bush v. Just Energy, CV-12-00098-00,. This is a claim by a former customer alleging unauthorized signatory and claiming reimbursement. JE has filed a defense denying liability. The action is proceeding.

New York Public Service Commission (NYPSC) Case No. 12-M-0113 involves a formal complaint by customer Metro Eleven Hotels/Hersha Hospitality against Just Energy New York Corp. Customer alleges that Just Energy engaged in slamming in enrolling the account in question and the OCS conclusion that slamming did not occur. Comments are due by May 4. Customer previously filed two informal complaints regarding this same matter in which the NYPSC Staff found no wrongdoing on the part of Just Energy and dismissed the complaints.

Below are pending matters related to business in U.S. jurisdictions:

[REDACTED]

Just Energy Illinois Corp. formerly known as Illinois Energy Savings Corp. ("IESC"): In March 2008, in ICC Docket No. 08-0175, the Citizens Utility Board ("CUB") and other parties filed a complaint against IESC alleging violations of Article XIX of the Illinois Public Utilities Act and other laws and administrative code. In April 2010, the Illinois Commerce Commission issued its Final Order in Docket No. 08-0175, which found eight individual violations of subsection 19-115(c) of the Illinois Public Utilities Act, by failing to obtain verifiable authorization of a switch, a single violation of subsection 19-115(f) for inaccurate price disclosures in marketing materials, and a single violation of the Standards of Conduct in gas utility tariffs. There was no finding of a violation of the Consumer Fraud and Deceptive Business Practices Act. Further, there was a finding that IESC had not violated the common law prohibition against unreasonable liquidated damages. IESC was ordered to pay a fine of \$90,000, undergo an audit, and implement corrective measures to ensure future adherence to Illinois laws and regulations. After a one year delay due to administrative matters on the side of the State, the audit commenced April 2011 and concluded January 2012. Just Energy filed its response to the audit agreeing to adopt all audit recommendations and is in the process of finalizing this matter.

Below are resolved matters related to business in U.S. jurisdictions:

Just Energy Illinois Corp. formerly known as Illinois Energy Savings Corp. ("IESC") -- Illinois Attorney General (ILAG) – In February 2009, the ILAG brought suit against IESC related to allegations that IESC used deceptive sales tactics and promised savings to customers, which conduct, if proven, would in ILAG's view have amounted to conduct in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act. This complaint contained substantially the same allegations as the complaint filed by Citizens Utility Board in Docket No. 08-0175 before the Illinois Commerce Commission. In May 2009, the ILAG and IESC entered into a settlement agreement. The ILAG and IESC agreed to a stipulated final judgment and consent decree. Although IESC denied the allegations in the suit, it agreed to: i) pay restitution to Illinois consumers; ii) provide eligible consumers with notice of the settlement within 30 days and notice regarding the submission of claim forms to access the restitution funds; iii) allow current eligible customers to cancel contracts without paying an early termination fee; iv) ensure that all marketing material had full disclosures regarding the type of product, the conditions of service and any existence of early contract termination fees; v) cap any early termination fees at \$50; and vi) investigate and terminate sales representatives who were proven to have misled consumers, to have provided false information during solicitations or to have forged contracts or agreements. No violations of the Consumer Fraud and Deceptive Business Practices Act were found in this proceeding.

Just Energy Indiana Corp. formerly known as Indiana Energy Savings Corp. ("IESC") – Pamela Tillman vs. U.S. Energy Savings Corp. 1:08-cv-01641 (United States District Court, Northern District of Illinois, Eastern Division) On March 20, 2008, an Indiana resident filed a proposed consumer class action against IESC in Illinois also based on allegations similar to those made by the Illinois Attorney General. The matter was voluntarily dismissed with prejudice. Considered resolved by both parties.

Just Energy New York Corp. formerly known as New York Energy Savings Corp. - New York Attorney General (NYAG) – In February 2008, the NYAG conducted an informal review related to consumer complaints alleging that independent contractors representing NYESC had made promises of savings to consumers. A voluntary settlement resulted in an Assurance of Discontinuance which was accepted in July 2008 (AOD-08-84), in which NYESC agreed to cancel customers without fees, make a one-time payment of \$100,000 and an additional \$100,000 payment in costs to NYAG. NYESC also agreed to ; i) provide to every new customer a letter setting out the contract cancellation period and early termination fees; ii) confirm all

details and qualifiers of its agreements with consumers either by recorded call or in writing; iii) obtain background and/or reference checks for all potential sales contractors; iv) review all consumer complaints and provide a response within 30 days of receipt; v) terminate any independent contractor who was proven to have misled consumers more than twice; and vi) waive termination fees for any consumer who cancelled an agreement within 60 days of the date of the AOD.

Hudson Energy Services, LLC (“Hudson Energy”) (This matter occurred prior to Just Energy Group Inc.’s acquisition of Hudson Energy Services) This matter involved allegations of billing errors on the part of Hudson Energy in New Jersey, which caused approximately 2000 of its customers to be overcharged seven percent for energy services supplied by Hudson Energy from December 2008-August 2009. Upon review the Staff of the New Jersey Board of Public Utilities alleged that the Hudson Energy did not comply with the Board’s requirements related to New Jersey Offices as set out in N.J.A.C. 14:4-5.2(a)-(b). Hudson Energy submitted an Offer of Settlement to resolve the outstanding violations alleged by Board Staff. The Offer of Settlement included credits and refunds totaling \$86,853.00 as well as other minor compliance remedies. The Board did find that Hudson Energy’s Offer of Settlement resolved the outstanding allegations, accepted it for the purpose of the proceeding and ordered the investigation that initiated the matter closed. Hudson Energy also relocated its principal place of business in New Jersey.

Universal Energy Corporation (“UEC”) – (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) Michigan Public Utilities Commission (MPUC) – February 2008. Commission Order no. U-15509 directed a formal investigation into the marketing and customer service practices of Universal Gas and Electric Corporation (UGE) (which is an affiliate of UEC and was acquired by Just Energy along with UEC in 2009). The primary catalyst for this investigation was the number of complaints received by the Commission relating to the marketing practices of UGE. The bulk of the allegations in these complaints were that independent contractors were not describing the product offering fully or in a manner that a customer could understand. The Commission and UGE reached a settlement in which UGE agreed to; i) offer to terminate without charge contracts with certain customers or, alternatively, provide a \$50 credit to those of the affected customers who chose to remain with UGE; ii) reimburse certain customers for their time; iii) reimburse the State of Michigan \$300,000; iv) submit its marketing materials to the MPUC staff for review; and v) change certain products and marketing practices. Universal also agreed to file a quarterly report, for a period of two years (ending February 2010), with the MPUC outlining the number of customer complaints, types of concerns, resolutions and any reimbursements paid, and to include in such reports proposals for improvement in its processes to address any systemic issues found to give rise to such complaints.

Commerce Energy, Inc. dba Just Energy – Public Utility Commission of Ohio (PUCO) Case No. 02-1828-GA-CRS. In April 2010, Just Energy received a letter from the PUCO Staff indicating that Just Energy had 25 informal complaints through the first quarter of 2010. Despite that this represented a complaint ratio of less than one tenth of one percent, Staff recommended that Just Energy take corrective action. Staff then published a report outlining activities relating to door-to-door solicitations that Staff recommended should be corrected. PUCO Staff, the Ohio Consumers Counsel, and Just Energy entered into a Joint Stipulation and Recommendation (“Stipulation”). According to the Stipulation, Just Energy would have to pay \$100,000 if, in any three month rolling period, there were two months with 10 or more verified allegations related to door-to-door sales and an additional \$100,000 for two such occurrences. Just Energy was also required to provide all customers who have signed up between April and September 2010 to leave or alter their contract without fees. As part of the settlement, Just Energy agreed to retrain all sales agents to assure compliance and also revised its Compliance Matrix for the Ohio market. In addition, new TPV processes were implemented and additional quality assurance agents that are independent from the sales group were hired to review sales calls. The settlement also required Just Energy to make adjustments to its contracts. The requirement to maintain complaint levels was in effect through December 2011. Just Energy fulfilled all obligations of the settlement agreement and maintained complaint levels below the thresholds that would have triggered additional payments or further action. This matter is now closed.

Below are pending matters related to business in Canadian jurisdictions:

Below are resolved matters related to business in Canadian jurisdictions:

Universal Energy Corporation (“UEC”) (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) British Columbia Utilities Commission (BCUC) – March 2008. In Commission Order no.G-47-08 UEC was found in violation of Articles 14 & 29 of the Commission's *Code of Conduct*. The incident in question involved allegation that an independent agent representing UEC conducted himself in an aggressive manner towards a customer. UEC acknowledged the incident, and was ordered to pay a penalty of \$7,000.00, re-train and certify all agents in British Columbia within 14 days of the Order, and train all new agents in accordance with the Order.

Universal Energy Corporation (“UEC”) (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) Ontario Energy Board (OEB – EB – 2009-0005-January 20th 2009; pursuant to section 112.7 of OEB Act, 1998 and as part of the OEB reaffirmation audit, it was determined that misleading statements were used during reaffirmations completed within the time frame of March 2007 to June 2008. The misleading statements included “the cap will be removed in May 2008” and “RPP is currently subsidized by the government”. For a period of 18 months Universal committed to report on any disciplinary action taken as a results of it quality assurance audits of all positive reaffirmation calls. UEC was ordered to pay an initial penalty of \$200,000 later reduced to \$127,500.

Universal Energy Corporation (“UEC”) (This matter occurred prior to Just Energy Group, Inc’s acquisition of UEC) Ontario Energy Board (“OEB”) EB – 2009-0118- on April 29th 2009, Pursuant to section 112.5 of OEB Act, 1998 a penalty pertaining to two specific instances of making false and misleading statements, and one instance of a breach of section 2.3 of the Code of Conduct for Gas Marketers related to natural gas supply submission without the consumers written permission. UEC was fined \$60,000.

Just Energy Ontario L.P. (“Just Energy”) – Ontario Energy Board (“Board”) EB 2011-03-12 – Following the enactment of the Energy Consumer Protection Act 2010, the Board initiated a series of compliance inspections of all electricity and natural gas retailers in Ontario. The Board found minor deficiencies in Just Energy’s marketer id badges, contract renewal form content, price comparison documents, and calls related to renewals. Just Energy entered into an Assurance of Voluntary Compliance and paid a \$50,000 administrative penalty. This matter has been closed.

Matters in State of Texas:

The Staff of the Public Utility Commission of Texas (“Staff”) routinely issues requests for information to licensed entities and audits Retail Electric Providers in the State of Texas. Such requests for information (“RFIs”) and audits are not conducted pursuant to any official direction from the Public Utility Commission of Texas (“PUCT”) and, therefore, are considered to be informal. These Staff-initiated RFIs and audits, which are fairly common and sometimes directed toward all market participants in a particular segment, could potentially lead to a formal docketed PUCT investigation or other type of formal proceeding.

However, no Staff-initiated RFI or audit of a Just Energy Pennsylvania Corp. affiliate has ever led to any official sanction or formal action by the PUCT. Informal investigations may also lead to settlements between Staff and Retail Electric Providers, which would ultimately be recognized by the PUCT itself. Below is information regarding RFIs and audits of Just Energy Pennsylvania Corp. affiliates that led to settlement agreements between Staff and the Retail Electric Provider in question:

Just Energy Texas LP (“Just Energy”) - On March 26, 2010, PUCT Staff conducted an audit of Just Energy’s general compliance with the Public Utility Regulatory Act (PURA) and Chapter 25, Subchapter R, of the Electric Customer Protection Rules. Staff alleged deficiencies with: (1) the Letter of Authorization included in Just Energy’s contract expiration and renewal notice, (2) disclosures regarding how to obtain information about the price that would apply on the next bill; (3) certain disclosures required for contract expiration and renewal offers; (4) the right of rescission disclosure in a separate paragraph/box on the Terms Of Service; (5) disclosure of the term of certain customers’ agreements in the Electricity Fact Label; 6) notice of amount of deposit on customer bill or in receipt; and (7) disclosures on the disconnection notice. Both parties entered into a settlement agreement to resolve the alleged issues identified by PUCT Staff whereby Just Energy agreed to pay an administrative penalty of \$17,250. There was no finding of violation or any wrongdoing by Just Energy as a result of this compliance audit. PUCT Staff conducted similar audits of all Retail Electric Providers in the State of Texas to measure compliance with changes to the Electric Customer Protection Rules that went into effect in August 2009.

Fulcrum Retail Energy LLC dba Amigo Energy (Amigo Energy was acquired by Just Energy Group, Inc. in October 2011. This matter occurred prior to Just Energy’s acquisition of Amigo Energy) In 2009, PUCT Staff issued an RFI to Amigo Energy after customers experienced billing issues. It was found that during a mass transfer of customers from Retail Electric Provider National Power to Amigo Energy, a critical field relating to National Power Customers was left unpopulated in Amigo Energy’s system. Staff alleged the following violations: (1) Failure to bill customers within 30 days of service in July and August 2008 (2) Billing certain customers who switched away from Amigo Energy prior to July 2, 2008 based on incorrect rates (3) Printed bills that did not match corresponding Energy Facts Labels (EFLs). The Commission found that Amigo sought in good faith to conform to the Consumer Protection Rules and worked aggressively to resolve the problems and manage the impact on customers. PUCT Staff and Amigo Energy entered into a settlement agreement in which Amigo Energy agreed to pay an administrative penalty of \$15,000.

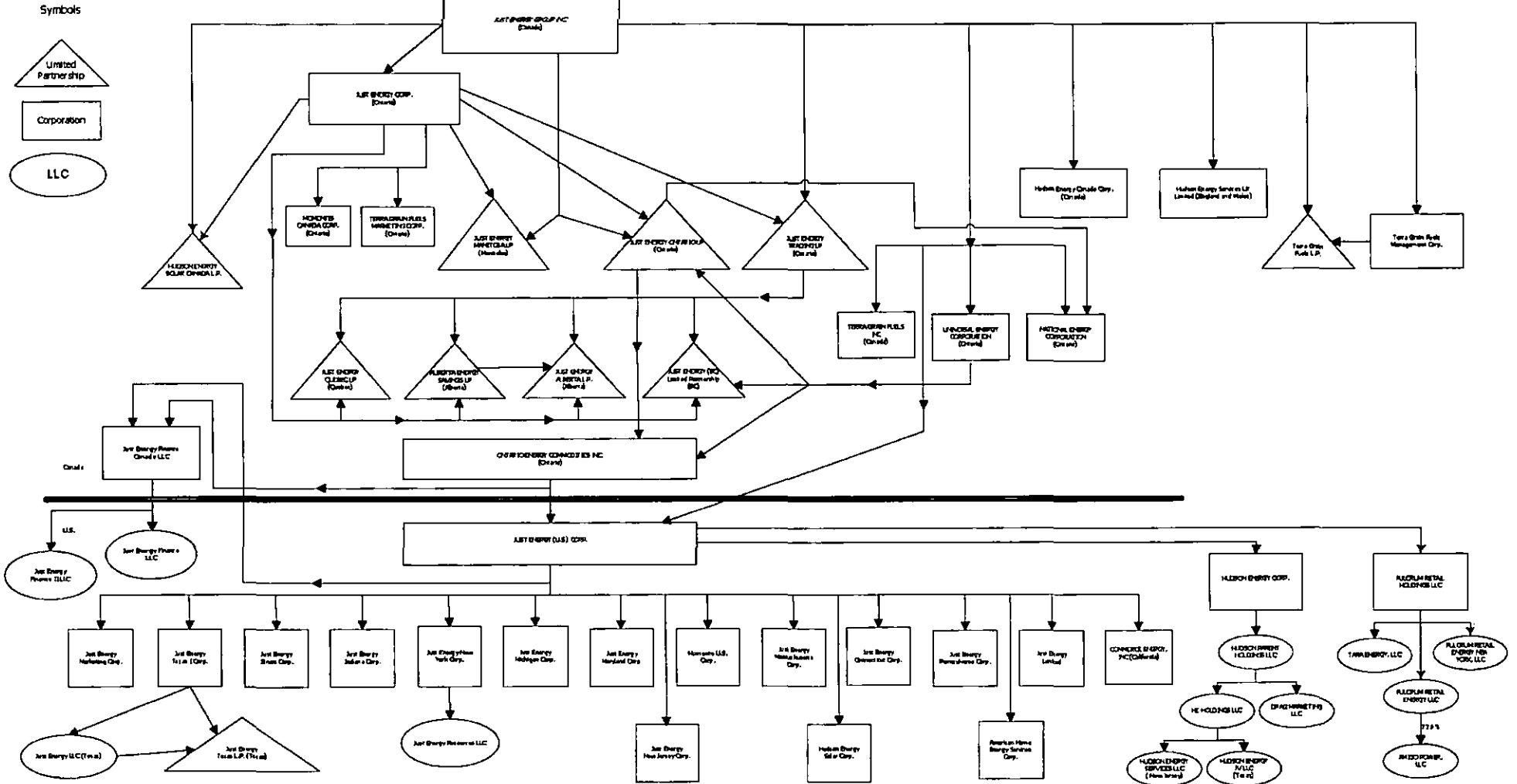
Fulcrum Retail Energy LLC dba Amigo Energy (Amigo Energy was acquired by Just Energy Group, Inc. in October 2011. This matter occurred prior to Just Energy’s acquisition of Amigo Energy) On September 24, 2010, PUCT Staff conducted an audit of Amigo Energy’s general compliance with the Public Utility Regulatory Act (PURA) and Chapter 25, Subchapter R, of the Electric Customer Protection Rules. The audit concluded that Amigo Energy was not in compliance with several provisions of the Commission’s customer protection rules including: (1) the provision of required explanations during internet enrollment (2) inclusion of a required statement during internet enrollment (3) informing the consumer enrolling online of the option to request a copy of the Terms of Service be sent via U.S. Mail (4) providing the notice of a customer’s right of rescission during online enrollment (5) issuance of certain refunds as required by rule relating to security deposits (6) inclusion of a toll-free number in bold-face on one of the company’s bills. The alleged violations were not considered “significant” by the PUCT Staff, and Amigo Energy corrected all of the issues prior to settlement. In the settlement between PUCT Staff and Amigo Energy, Amigo Energy agreed to pay an administrative penalty of \$13,000. PUCT Staff conducted similar audits of all Retail Electric Providers in the State of Texas to measure compliance with changes to the Electric Customer Protection Rules that went into effect in August 2009.

Tara Energy LLC (Tara Energy was acquired by Just Energy Group, Inc. in October 2011. This matter occurred prior to Just Energy's acquisition of Tara Energy) In April 2010, PUCT Staff conducted an audit of Tara Energy's general compliance with the Public Utility Regulatory Act (PURA) and Chapter 25, Subchapter R, of the Electric Customer Protection Rules. PUCT Staff alleged several areas of non-compliance with consumer protections including: (1) a discrepancy between written contract language (English) and language in which the sale was conducted (language other than English) (2) the website did not contain required explanation regarding who may enroll online (3) Website did not contain the ability to obtain the name of an authorized agent (4) failure to provide copies of a signed letter of authorization (LOA) to customers who may wish to mail in the LOA (5) terms of service did not indicate the type of product offering using the prescribed terms (6) failure to provide a deposit refund to customers who paid for service for 12-consecutive months (7) failure to express the calculation of the average price unit as cents per kilowatt-hour (8) Use of the word "base charge" on billing without providing a definition on the company's website (9) Use of the term "kWh" on billing without providing a definition on the company's website. These alleged violations were not deemed "significant" and Tara Energy corrected the issues prior to settlement. In the settlement, Tara Energy agreed to pay an administrative penalty of \$13,000. PUCT Staff conducted similar audits of all Retail Electric Providers in the State of Texas to measure compliance with changes to the Electric Customer Protection Rules that went into effect in August 2009.

Appendix N - Organizational Chart

As at October 1, 2011

ORGANIZATION CHART



Appendix Q - Experience of Key Operating Personnel

Appendix Q

Experience of Key Operating Personnel

KEN HARTWICK, C.A.

Chief Executive Officer

Ken Hartwick has over 13 years of management experience in the energy sector, and 20 years experience in the financial sector. Ken's experience in the energy industry spans several markets having played an integral role as Energy Savings' Chief Financial Officer since April 2004 launching Energy Savings' businesses in Alberta, British Columbia, Indiana, and Texas as well as growing the businesses already established in Manitoba, Ontario, Quebec, Illinois, and New York. As well as serving as the current President and CEO for Just Energy (formally known as Energy Savings), an integrated retailer of commodity products, he understands the issues facing generation businesses through his role on the Board of the Atlantic Power Corporation. Ken has been engaged in the energy industry with one of the largest distribution companies in North America, Hydro One Inc., gaining increasing executive-level responsibility throughout his career there, and providing strategic direction as Ontario transitions towards a competitive energy marketplace.

BETH SUMMERS, C.A.

Chief Financial Officer

Beth Summers has been the Chief Financial Officer of Energy Savings since February, 2009. Prior to joining the company, she served as the Executive Vice President and Chief Financial Officer at Hydro One which operates the Province of Ontario's largest electricity transmission and distribution systems and directly serves 1.2 million customers.

Prior to being at Hydro One, Beth served as a Senior Manager, Assurance & Advisory Services with Ernst & Young LLP where she was involved with fully integrated utilities as well as generation, utility distribution and services organizations.

James Lewis

President and Chief Operating Officer

James has more than 14 years of experience in the retail energy industry, most recently as the head of the Eastern U.S. residential and small business division of Just Energy. In his current role, he is responsible for all aspects of the residential business, which include customer service, operations and sales.

Previously, James was Senior Vice President of Operations, where he was responsible for all North American Operations for Just Energy. This included everything from contract fulfillment and revenue assurance to customer retention and renewals.

Prior to Just Energy, James worked in risk management, structuring, and trading for a large energy company and information management and internal audit for a large multi-national company.

James is a graduate of Stevens Institute of Technology with a Bachelor and Master of Engineering degree and he has a Master of Business Admission degree from New York University

ROBERT A. DONALDSON, Q.C., B. Comm., LL.B

Corporate Secretary

Robert Donaldson obtained his B.Comm from McMaster University in 1961. In 1964 he obtained his LL.B from the University of Toronto Law School. In 1966 he was called to the bar of Ontario and was appointed Queen's Counsel in January of 1985. Robert has over 30 years experience practicing law as a senior partner with major Canadian law firms. Robert has considerable experience and expertise in the areas of acquisitions and mergers, the raising of capital by way of private placement or prospectus, the regulation of Canadian financial institutions, directors' and officers' liability and corporate governance.

Robert was one of the founding shareholders of Just Energy Income Fund.

Robert has chaired or participated in many securities law conferences, written numerous articles on securities law topics and has taught corporate finance and securities regulation and corporate governance as a special lecturer at Osgoode Hall Law School and the University of Western Ontario Law School.

GORD POTTER

Executive Vice President Legal and Regulatory Affairs

With almost 10 years experience in the energy industry, Gord oversees legal, regulatory and government relations activity across all 20 markets that Just Energy operates in and this collective experience informs credible policy-making decisions. Focused primarily on retail markets, Gord has been actively involved in the design & development of policy, industry rules and regulations and the underlying business and technical processes supporting these markets in North America.

For several years, Gord has served as a member of the Alberta Department of Energy's Electric Utilities Act Advisory Committee and the Retail Market Coordinating Committee. He has participated in the regulatory rule development and market design for Ontario, British Columbia, Alberta and Texas. In Ontario, he played a role in the industry market design and Rule development for Ontario Electricity. He was an active contributor in the Electronic Business Transactions Rules development under the auspices of the OEB as he was a member of the OEB EBT Advisory Committee. Currently, he is the Chair of the Marketers and Retailers Sector Committee of the Ontario Energy Association in Ontario.

Preceding his experience in the deregulated energy market, Gord enjoyed 14 years in the Canadian telecom industry. At the time of deregulation of local telecommunications in 1997, Gord held an active leadership role in the development of market design, rules regulations, as the Chair of several industry working groups established under the auspices of the Federal Regulator – the C.R.T.C.

JONAH DAVIDS

Vice President and General Counsel

Jonah Davids is currently the Corporate Secretary for Just Energy and Universal Energy Corporation, marketers of natural gas and electricity to residential and commercial customers in Canada and the United States. Prior to joining Just Energy, Jonah practiced with McMillan LLP in the corporate and natural resources groups.

Jonah received his LLB from the University of Western Ontario in 2000 and an LLM in Natural Resources from the University of Dundee, Scotland in 2005. He is admitted to the bar in the Province of Ontario.

DEBORAH MERRIL

Executive Vice President, Commercial

Deborah has more than 16 years of experience in the retail energy industry, most recently as the head of the commercial business within Just Energy. In her current role, she is responsible for all aspects of the commercial business, which includes the Commerce and Hudson Energy Services brands.

Before joining Just Energy Income Fund, Deborah spent 8 years with Enron Energy Services where she gained experience in many aspects of the business from operations, physical and financial risk management and deal structuring. After Enron, she was one of the founding partners of Just Energy, LP (now owned by Just Energy Income Fund) where she was responsible for all sales and marketing for the business.

BLAKE LASUZZO

Vice President, Supply

Blake manages the supply department that covers both the gas and electric portfolio's of Just Energy Income Fund's subsidiaries operating across the United States, including Commerce Energy Inc. This department is responsible for all aspects related to procurement, scheduling, pricing, structuring, load forecasting, and monthly rate setting for all of the company's Natural Gas and Electricity markets. Prior to joining Commerce Energy in 2004, he worked in various arenas of the energy business with EOTT Energy and Devon Energy. Lasuzzo has over 8 years combined energy operational and sales experience. Blake earned Bachelor of Arts degrees in both Finance and Energy Management from the University of Oklahoma.

JASON GARRETT

Senior Vice President, and General Manager, U.S. East

Jason Garrett has over 17 years of experience in the regulated and de-regulated energy sector. Jason joined Just Energy in August 2011 serving in his current role of SVP & GM for New York, New Jersey, Massachusetts, Pennsylvania and Maryland.

Prior to joining Just Energy Jason was responsible for overseeing retail operations and business development for a large energy marketer with retail operations across 7 states.

Jason began in the energy sector with a Fortune 500 regulated utility with various roles involving Financial Planning and Analysis, Distribution Operations, IT System Implementation and Six Sigma Process Improvements.

STUART REXRODE

Senior Vice President and Regional General Manager – South Region.


Stuart currently leads all the business and operational aspects of Just Energy's South Region, which comprises Texas, California, Georgia, and Florida and is responsible for the profit and loss of this segment.

Prior to his current role, he served as Vice President of Finance and Business Development, where he negotiated and led all Business Development and Mergers and Acquisitions activity within Just Energy, and all activities related to product development and negotiating new product and third party marketing agreements for Momentis, Just Energy's network marketing affiliate. Stuart was one of the five founding partners of Just Energy Texas, a Texas-based electric retailer focused on the small commercial segment, which was sold to the Canadian-based Energy Savings Income Fund in 2007, and was later renamed Just Energy Group in 2009. Stuart was responsible for leading and closing Just Energy's acquisition of Universal Energy and Hudson Energy, and originating purchase agreements with Renewable generators.

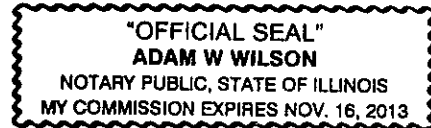
Prior to Just Energy, Stuart served nine years at Enron Corp, where he held positions in Upstream Oil and Gas Finance originating and closing debt and equity investments with independent producers, both domestically and internationally. He also served in Enron's Retail division where he structured and closed comprehensive Energy outsourcing transactions with Fortune 500 corporations. He served in both the United States and in London, England during his time with Enron. Prior to Enron, Stuart served two years as an Aerospace Engineer with McDonnell Douglas in Houston. Stuart holds a Bachelor of Science degree in Aerospace Engineering and a Masters of Business Administration, both from the University of Texas at Austin.

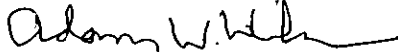
VERIFICATION

I, Charles Iannello, hereby verify that the information in the foregoing data responses and report of Just Energy Inc. are true and correct to the best of my information, knowledge and belief. I understand that the statements are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to the unsworn falsification to authorities.


Signature

Dated: 4/23/12





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