

CIVIL ACTION COVER SHEET	TRIAL COURT OF MASSACHUSETTS SUPERIOR COURT DEPARTMENT	DOCKET NO. <u>14-4097D</u>
	COUNTY OF SUFFOLK	

PLAINTIFF(S) Commonwealth of Massachusetts	DEFENDANT(S) Just Energy Group, Inc., et al
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Plaintiff Atty <u>Robert C. Ross, Esq., Assistant Attorney General</u>	Type Defendant's Attorney Name
Address <u>Office of the Attorney General, One Ashburton Place</u>	Defendant Atty <u>Dean Richlin</u>
City <u>Boston</u> State <u>MA</u> Zip Code <u>02108</u>	Address <u>Foley Hoag LLP, Seaport West, 155 Seaport Boulevard</u>
Tel. <u>+1 (617) 963-2021</u> BBO# <u>642.095</u>	City <u>Boston</u> State <u>MA</u> Zip Code <u>02210-0600</u>

CODE NO.	TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)	IS THIS A JURY CASE?
	TYPE OF ACTION (specify) TRACK	<input type="radio"/> Yes <input checked="" type="radio"/> No
D99 Other Equitable Remedies (specify) - Fast Track		

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS (Attach additional sheets as necessary)	
A. Documented medical expenses to date:	
1. Total hospital expenses	\$ _____
2. Total doctor expenses	\$ _____
3. Total chiropractic expenses	\$ _____
4. Total physical therapy expenses	\$ _____
5. Total other expenses (describe)	\$ _____
	Subtotal \$ _____
B. Documented lost wages and compensation to date	\$ _____
C. Documented property damages to date	\$ _____
D. Reasonably anticipated future medical expenses	\$ _____
E. Reasonably anticipated lost wages and compensation to date	\$ _____
F. Other documented items of damages (describe)	\$ _____
G. Brief description of plaintiff's injury, including nature and extent of injury (describe)	\$ _____
Total \$ _____	

CONTRACT CLAIMS (Attach additional sheets as necessary)	
Provide a detailed description of claim(s):	
<div></div>	TOTAL \$.....

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT	<div></div>
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I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods.	Signature of Attorney of Record <u>[Signature]</u>	Date: <u>12/31/14</u>
A.O.S.C. 3-2007		



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
www.mass.gov/ago

December 31, 2014

Clerk-Magistrate
Suffolk Superior Court -- Civil Department
New Courthouse
3 Pemberton Square
Boston, MA 02108



Re: Assurance of Discontinuance
In the Matter of Just Energy Group, Inc.

Dear Sir/Madam:

Enclosed for filing please find an Assurance of Discontinuance, filed pursuant to G.L. c. 93A, section 5.

Sincerely,

Robert C. Ross
Chief
Business and Labor Bureau

Enclosure

cc: Dean Richlin, Foley Hoag LLP

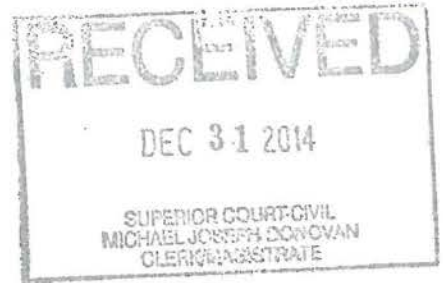
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO.

In the Matter of:

JUST ENERGY GROUP, INC.
JUST ENERGY (U.S.) CORP.;
JUST ENERGY MASSACHUSETTS CORP.;
JUST ENERGY MARKETING CORP.;
MOMENTIS (U.S.) CORP.; and
JUST ENERGY CORP.



ASSURANCE OF DISCONTINUANCE

The Commonwealth of Massachusetts (the "Commonwealth"), by and through its Attorney General Martha Coakley, hereby enters into this Assurance of Discontinuance ("Assurance") and its provisions with Just Energy Group, Inc., Just Energy Massachusetts Corp., Just Energy Marketing Corp., Just Energy (U.S.) Corp., Just Energy Corp., and Momentis (U.S.) Corp. (collectively, "Just Energy"), without trial or adjudication of any issue of fact or law. The parties enter into this agreement to resolve the Commonwealth's alleged claims against Just Energy without the risks and expenses associated with litigation.

I. DEFINITIONS

1. "Authorized Representative" shall mean a person who (a) represents to a Just Energy agent that he or she is the spouse of the account holder or (b) any other person who produces to the Just Energy agent a duly executed power of attorney from the account holder.

2. "Basic Service" shall mean that term as it is defined in G.L. c. 164, § 1.
3. "Billing Data Document" shall mean a document, in either an Excel spreadsheet, SQL database, or other industry-standard format as requested by the Monitor or Trustee, containing accurate and complete billing data for each Customer (even if Electricity Supply services were never initiated), including the Customer's name, address, account numbers (both Just Energy's internal account number and the account number used by the Distribution Company), product type, third-party vendor responsible for the Customer's enrollment (if any), and, by month, electricity consumption, any and all Electricity Supply charges, the percentage of Customer's electricity usage matched by Renewable Energy Certificates, any credits or reimbursements provided to the Customer, any and all fees, including early termination fees and late fees, and any taxes billed to, and payments received from, each Customer.
4. "Consumer" shall mean any person, business, educational institution, governmental agency, or any other entity that purchases Electricity Supply services in the Commonwealth.
5. "Consumer Communication" shall mean any contact between Just Energy and a Consumer that is logged in the Just Energy CARE complaint database, pursuant to Subparagraph 40(b)-(c).
6. "Consumer Communication List" shall mean a list of the i) names, ii) addresses, iii) account numbers, and iv) telephone numbers (to the extent items i through iv are available) of the Customer, Consumer, or third-party involved in a Consumer Communication received by Just Energy, as well as a summary where applicable of

v) the Consumer Communication, vi) any acts undertaken by Just Energy to resolve the matter, and vii) the current status of the account that the Consumer Communication concerns.

7. "Customer" shall mean any person, business, educational institution, governmental agency, or any other entity for which Just Energy (a) initiated Electricity Supply services at a meter or meters located within the Commonwealth; and/or (b) issued bills or charges for Electricity Supply services to be provided within the Commonwealth and/or early termination fees, even if Electricity Supply services were never initiated for such Customers.
8. "Department" shall mean the Department of Public Utilities.
9. "Distribution Company" shall mean that term as it is defined in G.L. c. 164, § 1.
10. "Electricity Supply" shall mean the sale or provision to a Retail Customer (as that term is defined by G.L. c. 164, § 1) of electricity previously purchased at wholesale prices.
11. "Index Variable" shall describe the products identified by "MA.E.ENG.SVC1.INDEX1," "MA.E.ENG.SVC2.INDEX2," and "MA.E.ENG.SVC2.INDEX3" in Excel spreadsheets produced by Just Energy and identified by Bates numbers JE164043 and JE164044.
12. "Introductory Rate" shall mean an electricity rate charged to a Customer during the initial stages of a contract for Electricity Supply services that is expected to be lower than the rate to be charged over the remaining balance of the contract.
13. "Marketing Materials" shall mean all sales presentation scripts, third-party verification scripts, form Electricity Supply contracts, training materials, disclosures

required by 220 CMR § 11.06, form correspondence, brochures, and other customer-facing hard-copy or electronic material used in connection with the sale or marketing of Electricity Supply services to Consumers in the Commonwealth.

14. "Renewable Energy" shall mean that term as it is defined in G.L. c. 164, § 1.
15. "Small Business" shall mean an entity, not an individual, whose annual electricity consumption is less than 150,000 kWh.
16. "Supplier" shall mean that term as it is defined in G.L. c. 164, § 1.

II. PARTIES SUBJECT TO ASSURANCE

17. This Assurance shall apply to the Commonwealth, and to Just Energy, acting directly or indirectly, individually or through its employees, agents, successors, and assigns, or through any corporate or other device, regarding the sale or provision of Electricity Supply services in the Commonwealth of Massachusetts, and shall constitute a continuing obligation. Just Energy shall not, for a period of three-years after the effective date of this Assurance, through any affiliate not subject to this Assurance, make unsolicited telephone calls for the purpose of offering residential energy supply services, or unsolicited door-to-door visits to individual residences for the purpose of offering residential energy supply services.

III. ALLEGATIONS

18. The Commonwealth alleges that Just Energy has engaged in policies and practices in violation of G.L. c. 93A and G.L. c. 164, § 1F and the regulations promulgated thereunder, in the course of marketing retail Electricity Supply to residents and Small Businesses in the Commonwealth, beginning in or around May 2010, including through the actions of the third-party telemarketing vendor Infinity Marketing Group,

Inc. d/b/a Infinity Energy Solutions (“IES”). The Commonwealth alleges that as part of its marketing and sales campaign, Just Energy has engaged in door-to-door, telemarketing, and multi-channel marketing solicitations for the sale of long-term Electricity Supply contracts. The Commonwealth alleges that, due to the unfair and deceptive acts and practices of Just Energy, its agents, and IES, certain Consumers in the Commonwealth suffered ascertainable losses.

19. The Commonwealth alleges that Just Energy and its agents have made misleading and false representations concerning Just Energy products to certain Massachusetts Consumers in violation of G.L. c. 93A and G.L. c. 164, § 1F, and the regulations promulgated thereunder, in the form of statements or other communications that:
 - a. Purchasing Just Energy’s product through a contract with Just Energy will save customers money;
 - b. Just Energy offers certain products that would provide “green” or “renewable” energy at prices comparable to basic service;
 - c. Just Energy is affiliated with or represents Distribution Companies, or state agencies such as the Department;
 - d. Just Energy’s electricity products are offered as part of a state-run program; and
 - e. Just Energy makes special efforts to purchase Massachusetts-based renewable energy.
20. The Commonwealth also alleges that Just Energy and its agents engaged in other unlawful acts in violation of G. L. c. 93A, G. L. c. 164, § 1F, and regulations promulgated thereunder, in the form of:
 - a. Failing to disclose complete and accurate pricing information to its Customers,

per the provisions of 220 CMR § 11.06 and 940 CMR § 19.05;

- b. Failing to disclose material information, including but not limited to, failure to disclose to Consumers that Just Energy's variable rates following any introductory rate period may be higher than the fixed basic service rates charged by their Distribution Company;
 - c. Switching Consumers from their Distribution Company or from another competitive supplier to Just Energy without those Consumers' authorization;
 - d. Charging early termination fees to Small Businesses in the tens of thousands of dollars;
 - e. Inducing elderly Consumers and Consumers with language barriers to sign contracts when it knew or had reason to know that such persons did not understand the contract terms; and
 - f. Violating the Attorney General's debt collection regulations.
21. Just Energy denies all wrongdoing, including the allegations in Paragraphs 18-20.

IV. PAYMENTS

22. Pursuant to G.L. c. 93A, § 4, Just Energy agrees to a settlement in the sum of \$4,000,000.
23. Within thirty (30) days of the effective date of this Assurance, an independent trust fund (the "Just Energy Consumer Restitution and Relief Fund" or the "Fund") in the amount of \$3,800,000, shall be established for purposes of making payments of restitution to certain Customers as set forth in this Assurance. The Fund shall be administered pursuant to Attachment 1 to this Assurance.
24. At a date to be agreed upon, and in no event later than thirty (30) business days after

the effective date of this Assurance, Just Energy shall make payments allocated as follows from the balance of the sum remaining:

- a. \$125,000 to the Commonwealth; and
- b. \$75,000 to the AGO, pursuant to G.L. c. 12, § 4A, for the purpose of assisting the AGO in the administration of its duties concerning this Assurance, and, at the AGO's sole discretion, to offset the costs of the AGO's underlying investigation of Just Energy.
- c. Payments under this Section shall be made by Just Energy by certified or cashier's check made payable to the "Commonwealth of Massachusetts" and delivered to Jesse Reyes, Assistant Attorney General, Energy and Telecommunications Division, One Ashburton Place, Boston, Massachusetts 02108.

V. CONDUCT-BASED RELIEF

25. Just Energy, and its agents, servants, employees, sales and customer service representatives, successors or assigns, directly or indirectly, alone or in active concert or participation with others, through any corporation, partnership, trust, association, franchise, distributorship or other device, shall cease from engaging or assisting, in any way, now or in the future, in any conduct that is unlawful pursuant to G. L. c. 164, § 1F, G.L. c. 93A and the regulations promulgated pursuant to these statutes, including any conduct that violates 940 CMR § 3.00 et seq., 940 CMR § 6.00 et seq., 940 CMR § 7.00 et seq., 940 CMR § 19.00 et seq., and 220 CMR § 11.00 et seq.
26. Just Energy shall, within forty-five (45) days of the effective date of this Assurance:
 - a. not include in any current, new or revised Marketing Material a representation or

- instruction to represent, in any manner, expressly or by implication, that a Consumer will save, or is likely to save, money on electricity bills as a result of switching to Just Energy as an electricity supplier, unless Just Energy contractually obligates itself to provide such savings to such Consumer;
- b. include, in plain language and in a clear and conspicuous manner, in any current, new or revised Marketing Material for a specific product, a complete and accurate disclosure of the length of the contract term and the amount of any early termination fees;
 - c. where Just Energy quotes an Introductory Rate in a current, new or revised Marketing Material or in any verbal representation, provide a disclosure that immediately precedes or follows such quote that both informs the Consumer that the quoted rate is an “introductory rate” and discloses the time period during which such “introductory rate” will be effective;
 - d. not include in any current, new or revised Marketing Material any representation, statement, image, or graphic purporting to describe or reflect the amount charged by Just Energy for electric power in Massachusetts before May of 2010;
 - e. ensure that any current, new or revised Marketing Material complies with G. L. c. 164, § 1F and the Department’s regulations thereunder;
 - f. not include in any current, new or revised Marketing Material any representation, in any manner, expressly or by implication that Just Energy’s products provide wind power to its Customers or otherwise support wind power, or any statement regarding Massachusetts wind power or wind power goals, unless and until Just Energy purchases wind power that will be injected into the ISO-NE grid in

amounts in excess of any requirement to do so under state and federal law (such requirements including, but not limited to, the RPS for Class I renewable energy generating sources, as defined in G.L. c. 25A, §11F(a)). Notwithstanding the foregoing, Just Energy may continue to market its electricity products in Massachusetts with its current logo and use generic images of windmills (which do not indicate their presence in any particular geographic region), in any Marketing Material, as representative of renewable energy generally;

- g. ensure that any representation included in its current, new or revised Marketing Materials, in any manner, expressly or by implication, that Just Energy makes special efforts to purchase Massachusetts-based renewable energy, is only made in connection with products for which Just Energy purchases Renewable Energy Certificates in amounts in excess of any requirement to do so under state and federal law (such requirements including, but are not limited to, the Renewable Portfolio Standard as that term is defined in G.L. c. 25A, §11F); and
 - h. not request, or include in any current, new, or revised Marketing Material a request for or instruction to request, a Consumer's electricity account information, including but not limited to any requests for a copy of the Consumer's electricity bill, until such time as the Consumer expressly indicates that he or she is prepared to enter into a contract to purchase their energy supply from Just Energy.
27. Just Energy shall not use the services of any entity, including its own subsidiaries and affiliates, to facilitate or otherwise arrange for the purchase and sale of electricity products, unless said entity has submitted an application for a license to the Department pursuant to 220 CMR § 11.05(2) or received written confirmation from

the Department that no license is required; nor shall Just Energy use the services of any entity, including its own subsidiaries and affiliates, to facilitate or otherwise arrange for the purchase and sale of electricity products in any manner that violates the terms of 220 CMR § 11.05(5) as interpreted by the Department, whether such terms continue to appear at 220 CMR § 11.05(5) or are re-codified at another section of the CMR.

28. For a period of three (3) years following the effective date of this Assurance, Just Energy shall not obligate any Consumer to a new contract for a variable rate ("New Variable Contract"), unless Just Energy complies with the following:
- a. Within thirty (30) days of a Customer signing a New Variable Contract that includes an Introductory Rate, Just Energy will provide written notice to that Customer of the date on which the Introductory Rate being provided to the Customer will expire;
 - b. Just Energy shall not include in any Marketing Material relating to a New Variable Contract, including in the New Variable Contract itself, any representation that variable rates are set based on "business" or "market" conditions or similar statements, unless Just Energy also provides an explanation that immediately precedes or follows such representation that specifies with particularity what such "business" and "market" conditions may consist of;
 - c. Just Energy shall not include in any Marketing Material relating to a New Variable Contract, including in the New Variable Contract itself, any statement that Just Energy's variable rate Customers can "lock-in" rates. Just Energy, may, however, make statements to the effect that its Customers may "switch to a fixed

rate product”;

- d. Any New Variable Contract offered to a Consumer shall either:
 - i. include the calculation that will be used to set monthly rates under the contract, where each element of that calculation shall be based on a fixed constant, a cost to Just Energy, or a value ascertainable from publicly available information such that the Customer can calculate the price and any applicable charges in terms of dollars and cents or cents per unit of electricity served; or
 - ii. inform the Customer that he may view upcoming variable rates on the Just Energy website, at least sixty (60) days in advance of when those rates take effect, or call the Just Energy customer service telephone number to obtain the same information.
 - e. Any New Variable Contract offered to a residential Consumer shall indicate that there are no termination fees applicable to that product, except during the time that a Customer is on an Introductory Rate, if any; and
 - f. Any New Variable Contract offered shall contain a statement that the Distribution Company's rates are available on the Distribution Company's websites, and through the Distribution Company's customer service telephone numbers.
29. For all of Just Energy's Index Variable Rate Customers who executed contracts with Just Energy before the effective date of this Assurance, the monthly rate shall be calculated consistent with prior practice, except that the adder per kWh shall be reduced from 5 cents to 4 cents for the three years following the effective date of this Assurance.

30. For three years following the effective date of this agreement, Just Energy shall comply with the following:
- a. The variable rates charged by Just Energy to its variable rate Customers who executed contracts with Just Energy before the effective date of this Assurance (“Existing Variable Rate Customers”) shall not exceed 14.25 cents/kWh.
 - b. Beginning forty (40) days after the effective date of this Assurance, Just Energy shall make available to Existing Variable Rate Customers, on its website, in plain language and in a clear and conspicuous manner, its current variable rate for Existing Variable Rate Customers (in cents per kWh), and subsequent variable rates, at least forty-five (45) days in advance of when such rates will take effect.
 - c. Within ninety (90) days after the effective date of this Assurance, Just Energy shall send out a one-time notice by postal mail or email (where an email address has been affirmatively provided by the Customer) to all Existing Variable Rate Customers, explaining the availability of advance pricing information on its website, that the same information is available through Just Energy’s customer service phone number, and providing notice of their ability to terminate without paying termination fees unless they are on an Introductory Rate at the time of requested termination. This notice may be provided concurrently with the quarterly Customer notice required under 220 CMR 11.06(4)(c), as long as the notice is clear and conspicuous.
31. For all of Just Energy’s variable rate Customers who executed contracts with Just Energy before the effective date of this Assurance, and who also elected to incorporate renewable energy into their product, Just Energy shall be permitted to

charge an additional premium over and above the rates charged to Customers under Paragraph 30. Those rates shall be increased by 1¢/kWh for those Customers whose products include 100% green energy. The rates shall be increased by an appropriately prorated amount for Customers whose products include between 1% and 100% green energy.

32. Just Energy shall comply with the Attorney General's debt collection regulations, 940 CMR § 7.00 et seq.
33. Just Energy shall make no representation, in any manner, expressly or by implication, in any "Past Due," "De-Enrollment," or other notices and communications related to debt collection, that a Customer's failure to pay will result in the loss of all electricity services to the Customer. Just Energy's notices and communications related to debt collection shall provide, clearly and conspicuously and in plain language, notice that any loss of services as a result of non-payment shall mean only the loss of Just Energy's competitive supply services, and an explanation that the loss of these services will result in the Customer receiving his or her Electricity Supply from the Distribution Company at the fixed Basic Service rate.
34. Immediately upon the effective date of this Assurance, Just Energy shall cease any and all collection activities to collect early termination fees from Customers on residential contracts where such fees are assessed but uncollected as of the date of this Assurance. Just Energy shall waive and shall not legally pursue any and all claims it may have regarding assessed but uncollected early termination fees.
35. Immediately upon the effective date of this Assurance, Just Energy shall cease to assess or collect early termination fees from any variable rate Customer on a

residential contract, unless said Customer was on an Introductory Rate at the time of early termination.

36. Immediately upon the effective date of this Assurance and for a period of three (3) years thereafter, Just Energy shall modify its calculation of early termination fees for Small Business Customers on commercial contracts, so that a Customer will be liable to Just Energy only for the lesser of:
- a. The termination fee described in the contract;
 - b. four (4) months, multiplied by the average monthly usage for the Customer over the previous twelve (12) months, multiplied by the energy rate for the remainder of the contract term; or
 - c. half of the remaining contract term, multiplied by the average monthly usage for the Customer over the previous twelve (12) months, multiplied by the energy rate for the remainder of the contract term.

To the extent that an early termination fee is in excess of the amount that would result from the above calculation, any and all early termination fee payments received from Small Business Customers by Just Energy after the effective date of this Assurance in excess of the amount owed as calculated using the above methodology, shall be returned to the payor no later than fifteen (15) business days after Just Energy receives such payments. As soon as is practicable, and under no circumstances later than five (5) business days after the effective date of this Assurance, Just Energy shall waive its rights under the provision in its Electricity Supply agreements with Small Business Customers to charge early termination fees based on the cost of estimated future consumption during the time that remains on the contract, except that Just

Energy retains the right to collect an amount up to a maximum fee as calculated per methodology described in this Paragraph. Just Energy shall inform its Small Business Customers of the waiver described in the preceding sentence, in the form as attached to this Assurance, no later than thirty (30) days after the effective date of this Assurance. Any and all provisions concerning early termination fees in Just Energy's commercial contracts for Electricity Supply services to Small Businesses entered into after the effective date of this Assurance shall be based on the fee methodology established in this Paragraph and shall be disclosed clearly and conspicuously as required by this Assurance;

37. Within sixty (60) days of the effective date of this Assurance, Just Energy shall provide the AGO with a Consumer Communication List consisting of Consumer Communications received by Just Energy between May 2010 and the effective date of this Assurance. The AGO, in its sole discretion, will determine all such communications alleging that Just Energy engaged in unauthorized initiation of generation service as defined in 220 CMR § 11.07(3) ("Unauthorized Switching Allegation List"). The AGO will provide Just Energy with a copy of the Unauthorized Switching Allegation List for Just Energy's review. Within thirty (30) days of receipt, Just Energy shall provide the AGO with a list of the Customers from the Unauthorized Switching Allegation List it has determined were switched by Just Energy without authorization. These Customers will be deemed eligible for full reimbursement of any and all costs incurred as a result of the unauthorized switch by Just Energy, including any costs related to switching back to the original provider. Just Energy shall also provide the AGO with a detailed proposal of how much it has

already and/or will reimburse each affected Customer. The AGO will review the proposal and, in its sole discretion, make changes as necessary. Upon review and approval by the AGO, Just Energy shall immediately commence reimbursement. Reimbursement paid by Just Energy to any Customer switched without authorization shall be in addition to any amount listed in Section IV of this Assurance.

38. For a period of three (3) years following the effective date of this Assurance, for each complaint of unauthorized switching that Just Energy receives within 30 days of a Customer receiving notice of the switch in the Just Energy welcome letter or in the first bill that reflects Just Energy as electricity supplier, Just Energy shall continue its current practice of immediately informing the Customer making the allegation that he or she may switch back to their original provider within thirty (30) days of such allegation. Just Energy will also inform the Customer that Just Energy will reimburse him or her for any costs incurred as a result of the unauthorized switch by Just Energy, including any costs related to switching back to the original provider, if the complaint is verified. Such complaint shall be verified unless (a) a Just Energy agent speaks with the account holder or his/her Authorized Representative and determines, after listening to the third-party verification call recorded for that transaction, that the voice on the third-party verification call matches the voice of such account holder or such Authorized Representative and (b), if the sale was a door-to-door sale, Just Energy has on file an Electricity Supply agreement that has a signature that matches the name of the account holder or an authorized representative. With respect to any charges incurred for energy provided to the Customer by Just Energy prior to the date of the Customer's allegation, such charges shall be capped at the fixed Basic Service

rate provided by the Customer's Distribution Company. If the Customer has already provided payment to Just Energy, Just Energy shall, if the complaint is verified, provide a reimbursement for the difference between what the Customer would have paid for fixed basic service and the actual charges paid to Just Energy.

39. No later than sixty (60) days after the effective date of this Assurance, and for a period of three (3) years following the effective date of this Assurance, Just Energy shall modify its practices regarding sales and marketing of Electricity Supply services in the Commonwealth to Consumers who participate in a low-income assistance program and/or receive a low-income discount rate from their Distribution Company. Just Energy shall not enroll these low-income Consumers unless Just Energy provides them with rate products that guarantee the Consumer will save money compared to what they would have been charged by their Distribution Company for fixed Basic Service. In one year from the effective date of this Assurance, and each year thereafter throughout the term of this Paragraph, Just Energy shall provide any required refund to those low-income customers enrolled after the effective date of this Assurance.
40. For a period of three (3) years following the effective date of this Assurance, and no later than sixty (60) days after the effective date this Assurance, Just Energy shall modify its policies concerning its "compliance matrix" for sales and marketing of Electricity Supply services to Consumers in the Commonwealth as applied in Massachusetts, a copy of which has been produced to the AGO under the provisions of paragraph 6 of G.L. c. 93A, § 6, as follows:
 - a. "Allegations" under the compliance matrix shall constitute any contact with a

Consumer, reported through the following recognized customer service channels: telephone calls to any phone number that Just Energy has made available to Customers; written and electronic correspondence sent to Just Energy; written, electronic, and oral communications made to, and provided to Just Energy by the Distribution Companies, the Office of the Attorney General, the Department, or law enforcement, where the Consumer describes any conduct of a Just Energy agent that, if proven, would constitute a violation of 940 CMR §§ 3.00 et seq., 6.00 et seq., and/or 19.00 et seq., or where the Consumer claims that he or she had any misunderstanding relative to a contract to purchase Energy Supply from Just Energy arising from such Consumer's contact with any Just Energy agent. For an example of the latter, a call from a Consumer who states that he or she "thought the agent was from the utility" would be logged as an Allegation against the agent.

- b. Just Energy will characterize and classify the contacts described in the preceding subparagraph as "Allegations" and shall not fail to do so for any reason.
- c. Upon receiving notice of any "Allegation," Just Energy shall log such Allegation in its CARE database.
- d. An Allegation shall be presumed "verified" for purposes of Just Energy's compliance matrix if it is from a Customer, or from a Consumer who identifies himself and the address or telephone number at which he was contacted by Just Energy. This presumption that such an Allegation is "verified" may be rebutted if
 - (i) there is affirmative evidence to the contrary in addition to the agent's denial, the third-party verification call, and the terms of a Customer contract and that

Customer's execution of the same; (ii) the Allegation concerns a language barrier of the account holder or the account holder's Authorized Representative, an agent of Just Energy speaks with such account holder or the account holder's Authorized Representative, and after conducting such investigation the Just Energy agent determines to a reasonable certainty both that the voice on the third-party verification call belongs to such account holder or account holder's Authorized Representative and that no such language barrier exists; or (iii) the Allegation is of unauthorized initiation of service, a Just Energy agent speaks with the account holder or his/her Authorized Representative and determines, after listening to the third-party verification call recorded for that transaction, that the voice on the third-party verification call matches the voice of such account holder or such Authorized Representative and, if the sale was a door-to-door sale, Just Energy has on file an Electricity Supply agreement that has a signature that matches the name of the account holder or an authorized representative. If a Just Energy agent conducts his or her review and does not determine that the conditions to rebut the presumption of verification are met, such an Allegation shall be deemed to be verified and is not subject to reversal by any other agent or employee of Just Energy. Notwithstanding the language of subpart (i), above, the recording of a third party verification call conducted as part of Just Energy's statutory obligation under G.L. c. 164, § 1F(8) may be considered relevant affirmative evidence against the Allegation (but shall not be deemed sufficient to cure an actual misrepresentation by a Just Energy sales agent) if, (A) the call was conducted using a script, featuring open-ended questions on key terms, that has

been approved by the AGO (pursuant to the approval process stated in Paragraph 40(h)) as being sufficient to test a Consumer's understanding of the terms of the contract, and (B) upon review, the questions and answers relevant to the Allegation are clear and there is no reasonable indication of Consumer confusion or language barrier. If a Just Energy agent, upon consideration of affirmative evidence from a third party verification call that complies with the preceding sentence, determines that the evidence from that third party verification call is sufficient to rebut an Allegation, that determination shall be reviewable de novo by the Monitor. All Allegations shall be deemed either "verified" or "rebutted," and under no circumstances shall an Allegation be deemed or classified as "indeterminable."

- e. If an Allegation is received from a Consumer who fails to identify himself and the address or telephone number at which he was contacted by Just Energy, that Allegation shall be presumed to be not verified. If such Allegation identifies a specific sales agent, and the sales agent denies the conduct alleged, the Allegation shall be deemed an "Anonymous Complaint." For purposes of the compliance matrix, four Anonymous Complaints against an agent for a single type of misconduct within a twelve (12) month period shall have the effect of one verified Allegation.
- f. All consequences dictated per the terms of the compliance matrix shall be enforced. Just Energy shall not make an exception to the compliance matrix for any reason. Notwithstanding the foregoing, Just Energy may choose to enforce penalties in addition to or in excess of those provided by the compliance matrix.

g. Just Energy shall require any third-party vendor with whom it commences a new contract to conduct activities relating to the sale or marketing of Electricity Supply services on its behalf in the Commonwealth, as well as any such pre-existing third-party vendor whom it has the right to terminate without cause, to also enforce a third-party compliance matrix, a copy of which has been produced to the AGO under the provisions of paragraph 6 of G.L. c. 93A, § 6, with respect to the activities of the third-party's employees and agents on Just Energy accounts. Just Energy shall make reasonable efforts to oversee such third-parties and to insure that such parties are supervising their agents and enforcing the third-party compliance matrix as to those agents. Just Energy shall immediately terminate any such third party upon the failure of the third-party to correct a violation of the third-party compliance matrix by its agents after the third party has been provided with reasonable notice of the violation and a single opportunity to cure.

h. Except as described herein, for a period of three (3) years from the effective date of this Assurance, Just Energy shall not make any changes to its policies and procedures for disciplining agents interacting with Consumers located in Massachusetts, including but not limited to the policies and procedures concerning the compliance matrix, without the express written consent of the AGO, which consent shall not be unreasonably withheld. If the AGO does not respond to a request for consent under this Paragraph within thirty (30) days, the consent shall be deemed granted.

41. For a period of three (3) years after the effective date of this Assurance, Just Energy

shall not renew or extend the term of any contract with a Customer except as expressly provided in this Paragraph. For a variable, Index Variable or fixed rate Customer, Just Energy may, upon sixty (60) days' notice to the Customer, continue the contract on a month-to-month basis with no fee for termination. Just Energy may enter into a new contract with any Customer, but only with that Customer's affirmative consent and after satisfying all of the regulatory requirements that would apply to the enrollment of a new Customer under Massachusetts law and this Assurance.

42. Just Energy shall comply with all requests by the AGO for documents or information related to the subject matter of this Assurance.
43. The AGO shall promptly notify Just Energy of any Consumer complaints that it receives about Just Energy, and provide to Just Energy sufficient information regarding the complaint to allow Just Energy to address the Consumer's concern and take appropriate steps pursuant to Paragraph 40.

VI. COMPLIANCE AND MONITORING PROGRAM

44. Just Energy shall engage an independent Monitor who shall implement a Compliance and Monitoring Program to ensure that Just Energy is conducting business in compliance with G.L. c. 93A, G.L. c. 164, § 1F; and/or any provision of 220 CMR and 940 CMR and the terms of this Assurance. The provisions of Section VI of this Assurance are material conditions to the AGO's obligation under Paragraph 52 not to object to Just Energy's application for a renewal of its license with the Department. The Compliance and Monitoring Program shall be administered pursuant to the terms in Attachment 2 to this Assurance.

VII. NOTICES

45. All notices and documents required by this Assurance shall be provided in writing to the parties as follows:

- a. If to the Attorney General:

Nathan C. Forster
Assistant Attorney General
Energy & Telecommunications Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

- b. If to Just Energy:

Dean Richlin
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210-2600

Any party may change the person(s) designated to receive notice under this Assurance on its behalf upon written notice to the other party.

46. Within thirty (30) days of the effective date of this Assurance, Just Energy and its successors and assigns, shall deliver a copy of this Assurance to all current principals, officers, directors, and supervisory personnel with responsibility for the Massachusetts market, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. For new principals, officers, directors, and supervisory personnel with responsibility for the Massachusetts market, Just Energy will, for a period of three (3) years following the effective date of this Assurance provide a copy of this Assurance to each such person prior to their assuming such position or responsibilities. Just Energy shall secure and maintain all such acknowledgements of receipt of this order and shall make them available for

inspection upon request by the AGO.

47. Just Energy shall prepare a handout for its sales agents in Massachusetts, explaining the provisions of this Assurance as they relate to the activities of those sales agents on behalf of Just Energy. Just Energy shall provide this handout to the AGO for its review by January 16, 2015. Just Energy shall present the handout to its current agents, with a presentation on the importance of complying with the provisions, within twenty (20) days after the AGO approves its content. For a period of three (3) years following the effective date of this Assurance, Just Energy shall provide the handout, with the presentation, to any new sales agents in Massachusetts during their initial training.

VIII. GOVERNING LAW

48. The provisions of this Assurance shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

IX. MISCELLANEOUS

49. Compliance with this Assurance resolves and settles all civil claims against Just Energy as alleged by the Commonwealth herein, or which the Commonwealth could have alleged herein, based on the same facts; however, this release shall not include any claims that may be brought pursuant to G.L. c. 12, § 5A. The Commonwealth reserves all other claims against Just Energy, including, but not limited to, future claims against Just Energy involving alleged violations of the Consumer Protection Act that arise after the effective date of this Assurance. Nothing in this Assurance resolves, settles, or otherwise affects any claim or action that has been or could be brought against Just Energy by any other person or administrative or regulatory

agency or which is not civil in nature.

50. Pursuant to G.L. c. 93A, §5, violation of this Assurance shall constitute prima facie evidence of a violation of G.L. c. 93A, §2(a), in any action or proceeding commenced by the Commonwealth.
51. Nothing in this Assurance shall be construed as relieving Just Energy of its duty to comply with all applicable federal, state, and local laws, regulations, rules, and permits. Pursuant to G.L. c. 164, § 1F, at all times while Just Energy engages in the marketing and sale of retail energy supply in the Commonwealth, Just Energy shall maintain a license to do so with the Department. The AGO shall not object to the application for, or any renewals of, such license(s) while the Just Energy is in full compliance with this Assurance.
52. Immediately following the effective date of this Assurance, the AGO shall notify the Department of this resolution of its investigations against Just Energy, and shall communicate in writing, with a copy to Just Energy, that it does not object to any renewals of licenses held by Just Energy. Further, the AGO shall not object to the application for, or any renewals of, such license(s) while Just Energy is in full compliance with this Assurance.
53. The provisions of this Assurance shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Assurance shall remain in full force and effect.
54. Consent to this Assurance does not constitute affirmative approval by the Commonwealth of any of the Defendants' business acts and practices, and the Just Energy shall make no representations to the contrary.

55. Except for purposes of its enforcement, no part of this Assurance shall be construed or admitted into evidence in any proceeding as an admission of liability by Just Energy, and any such liability is expressly denied by Just Energy.
56. This Assurance contains the complete agreement between the parties, and supersedes any prior communication, understanding, or agreements, whether written or oral, concerning the subject matter of this Assurance.
57. This Assurance may be amended upon written agreement of all parties. For good cause shown, any time period within which a party must perform, or begin to perform, or complete an obligation of this Assurance shall be extended upon request of any party only upon a material change of circumstances that could not have been reasonably anticipated, or upon other good cause shown, and such extension shall not be unreasonably withheld.
58. This Assurance becomes effective upon December 31, 2014, and all periods of time described herein commence as of that date (the "effective date").

COMMONWEALTH OF MASSACHUSETTS

MARTHA COAKLEY
ATTORNEY GENERAL

By: 

Robert C. Ross, BBO #642095

Jesse S. Reyes, BBO #634169

Nathan C. Forster, BBO #666324

Elizabeth A. Anderson, BBO #688135

Assistant Attorneys General

Energy and Telecommunications Division

Office of the Attorney General

One Ashburton Place

Boston, MA 02108

(617) 727-2200

JUST ENERGY GROUP, INC.
JUST ENERGY (U.S.) CORP.
JUST ENERGY MASSACHUSETTS CORP.
JUST ENERGY MARKETING CORP.
MOMENTIS U.S. CORP.
JUST ENERGY CORP.

By their attorneys



Dean Richlin, BBO #419200
FOLEY HOAG LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02210-2600
(617) 832-1140

Commonwealth of Massachusetts
By: _____,

Dated: _____

Just Energy Group, Inc.
By: _____,

Dated: _____

Just Energy Massachusetts Corp.
By: _____,

Dated: _____

Just Energy Marketing Corp.
By: _____,

Dated: _____

Just Energy (U.S.) Corp.
By: _____,

Dated: _____

Just Energy Corp.
By: _____,

Dated: _____

Momentis U.S. Corp.
By: _____,

Dated: _____

Robert C. Ross
Commonwealth of Massachusetts
By: Robert Ross, Chief, BLB

Dated: 12/31/14

James Lewis
Just Energy Group, Inc.
By: JAMES LEWIS

Dated: 12/29/14

James Lewis
Just Energy Massachusetts Corp.
By: JAMES LEWIS

Dated: 12/29/14

James Lewis
Just Energy Marketing Corp.
By: JAMES LEWIS

Dated: 12/29/14

James Lewis
Just Energy (U.S.) Corp.
By: JAMES LEWIS

Dated: 12/29/14

James Lewis
Just Energy Corp.
By: JAMES LEWIS

Dated: 12/29/14

James Lewis
Momentis U.S. Corp.
By: JAMES LEWIS

Dated: 12/29/14

ATTACHMENT 1: RESTITUTION PROGRAM

1. Pursuant to this Assurance, Just Energy shall pay \$3,800,000 to the Just Energy Restitution and Relief Fund ("Fund") for the purposes of Customer restitution. The administration of the Fund shall be overseen by an independent trustee (the "Trustee") to be mutually agreed upon by the Attorney General's Office ("AGO") and Just Energy. If the AGO and Just Energy cannot agree on the selection of the Trustee within thirty (30) days after the effective date of this Assurance, the AGO shall choose the Trustee in its sole discretion.
2. The Trustee shall deposit the Fund into interest-bearing accounts such that, to the extent possible: (i) all of the funds are fully guaranteed by the Federal Deposit Insurance Corporation ("FDIC") or the United States Department of the Treasury, and (ii) the interest rates at the time of the aforementioned deposit are at least equal to the highest interest rate available from among the five largest banks in the City of Boston for a fully liquid federally insured deposit account holding such a sum of money. The Trustee shall not modify the Fund's investment criteria as set forth in this Paragraph, and shall not make investments of and disbursements from the Fund, without first obtaining the written consent of the AGO. The fees and costs associated with the Trustee's administration of the Fund shall be paid by Just Energy, and shall be separate and apart from all other payments required by this Assurance.
3. At a date to be agreed upon, but in no event later than sixty (60) days after the effective date of this Assurance, Just Energy shall provide to the AGO and the Trustee a copy of the Customer List, the Billing Data Document, and the Consumer Communication List.

4. To the extent such information is necessary to allow for the administration of the Fund, Just Energy shall comply with each request by the Trustee or the AGO for additional billing, payment, and other materials and/or information within ten (10) business days after receiving said request.
5. In addition, the AGO will provide to the Trustee and to Just Energy, within sixty (60) days of this Assurance, a list of each Customer who filed a complaint regarding Just Energy with entities other than Just Energy, such as the AGO, the Department, municipalities, NSTAR, and/or National Grid (the "Complaint List"), including enough detail as to the substance of the complaint to allow the Trustee to identify those Complaints pertain to the price of a product the Customer received from Just Energy.
6. The term "restitution," as used herein, is defined as: (1) for Customers enrolled in Index Variable Products ("Index Variable Customers"), the difference between what the Customer paid to Just Energy, including any early termination fees, taxes, or other charges, and what they would have paid had they received basic service at a fixed rate from their Distribution Company, including any taxes or other charges, prior to the effective date of this Assurance ("Delta"); (2) for all entirely non-renewable energy variable rate Customers, the Delta; and (3) for fixed rate or renewable energy variable rate Customers who are not Index Variable Customers and who paid a termination fee to Just Energy, the amount of the termination fee paid. Restitution shall be calculated by the Trustee based on the Billing Data Document and information from the Distribution Company and the AGO, as appropriate ("Restitution Calculation"). The restitution amount for Customers who received a credit or reimbursement from Just

Energy will be discounted by the amount of such credit or reimbursement. Customers whose Delta is less than \$20 will not be eligible for restitution.

7. Under the Just Energy Restitution and Relief Program, (the "Program"), the Trustee shall identify the following Customers, herein collectively referred to as "Group One Customers," who shall be entitled to automatic Restitution: (i) each variable rate Customer on the Consumer Communication List and/or the Complaint List who reported an issue about the price of the product they received from Just Energy prior to the effective date of this Assurance, and who is eligible for restitution under Paragraph 6, and (ii) each variable rate customer enrolled by IES, and who is eligible for restitution under Paragraph 6. Group One Customers shall receive full Restitution.
8. Under the Program, the Trustee shall identify the following Customers, herein collectively referred to as "Group Two Customers," who shall also be entitled to automatic Restitution: Customers who did not qualify as Group One Customers, but who are otherwise eligible for restitution under Paragraph 6. Those Customers who are eligible as Group Two Customers solely because they paid a termination fee shall receive full Restitution. Other Group Two Customers shall receive full Restitution, unless the remaining monies in the fund are limited after the restitution process is complete for Group One Customers, in which case, they shall receive a pro-rated share of the remaining monies. The Trustee shall determine the percentage of this proration.
9. The Trustee shall begin the restitution process by sending letters regarding the Assurance and the Just Energy Restitution and Relief Program (the "Just Energy

Restitution and Relief Letters” or the “JERR Letters”) and checks to Group One Customers, as described in Paragraphs 13-16 below.

10. When all checks to Group One Customers have been cashed or had payment stopped, as described in Paragraph 16, the Trustee shall report to the AGO and Just Energy the names and amount of restitution made to Group One Customers, and the names of the Customers who waived their rights to restitution. At that time, the Trustee shall also report to the AGO and Just Energy the total amount of money remaining in the Fund. The Trustee shall then send JERR Letters and checks to Group Two Customers.
11. When all checks to Group Two Customers have been cashed or had payment stopped, as described in Paragraph 16, the Trustee shall report to the AGO and Just Energy the names and amount of restitution made to Group Two Customers, and the names of the Customers who waived their rights to restitution. At that time, the Trustee shall also report to the AGO and Just Energy the total amount of money remaining in the Fund, if any.
12. Any remaining monies in the Fund shall then be transferred to the AGO for distribution to local private and public non-profit organizations that provide services and assistance to low-income individuals. The remaining monies will be provided for the purpose of educating low-income customers about the competitive Electricity Supply market and providing financial assistance to low-income customers who are enrolled with a competitive electricity supplier.
13. The JERR Letters, in the form as attached herein, shall provide a dedicated web address and telephone number for the Trustee and Just Energy, and will advise

recipients that they may contact the Trustee or Just Energy to obtain information concerning the Assurance.

14. The JERR Letters shall provide notice of the following specific information concerning the terms of the Assurance: (1) a website address and a automated hotline number, by which recipients who are current Customers may, within 90 days of the date of the JERR Letter, cancel their account with Just Energy and resume Electricity Supply service from the Distribution Company or with another competitive supplier without paying any termination fees, and notice that residential variable customers may cancel without fees at any time; (2) the amount of restitution provided to that recipient; (3) historic Index Variable and variable rates charged by Just Energy in Massachusetts; and (4) the website address where a Customer can view information regarding the Distribution Companies' Basic Service rates, and a phone number for each Distribution Company, which a Customer can call for the same information
15. If a JERR Letter is returned as undeliverable, the Trustee shall attempt once to contact the recipient by email message or telephone, to the extent such contact information was provided to Just Energy by the Customer. Each email or voicemail message shall inform the Customer of the purpose of the message and state that the Customer will have waived his or her right to restitution if no response is received within thirty (30) days of the date of the email or telephone contact. If alternate Customer contact information is unavailable, the Customer shall be deemed to have waived his rights to restitution.
16. With each JERR Letter, the Trustee shall include a check from the Fund in the appropriate amount and a properly completed IRS Form 1099-Misc. The JERR

Letter shall include in prominent type and font a statement that if any check for payment of restitution sent to a Customer remains un-cashed sixty (60) days after the check issuance date, the Trustee will permanently stop payment on the check, and the Customer will be deemed to have waived his rights to restitution.

17. Upon request from a Customer through one of the methods described in Paragraph 14, Just Energy shall promptly notify the appropriate Distribution Company who shall administer the change of the Customer's Electricity Supply provider in accordance with G. L. c. 164, § 1F(8).
18. The Trustee, Just Energy and the AGO shall maintain and secure records of all communications with Customers regarding the Just Energy Restitution and Relief Program, for a period of at least two years. Each shall make such records available for inspection by the others on fifteen (15) business days' notice.

ATTACHMENT 2: COMPLIANCE AND MONITORING PROGRAM

1. Monitor Selection and Payment: An independent Monitor (the "Monitor") mutually agreed upon by the AGO and Just Energy will be selected within thirty (30) days of the effective date of this Assurance. If the AGO and Just Energy cannot agree on the selection of the Monitor within this time frame, the AGO shall choose the Monitor in its sole discretion. The Monitor must have adequate expertise, resources, and independence from Just Energy and the AGO. If, for any reason, the selected Monitor is unable to fulfill its responsibilities, a replacement Monitor mutually agreed upon by the AGO and Just Energy will be selected within thirty (30) days. If the AGO and Just Energy cannot agree on the selection of a replacement Monitor within this time frame, the AGO shall, in its sole discretion, select a replacement Monitor for the duration of the previous Monitor's term. All reasonable expenses and fees of the Monitor will be the sole responsibility of Just Energy, and will be in addition to any amount listed in Section IV of this Assurance.
2. Term: Just Energy shall engage a Monitor for a period of three (3) years from the effective date of this Assurance. After a period of two (2) years, Just Energy may request that the AGO terminate or modify the monitoring requirement. The time periods described in this Paragraph shall only apply to the time period that the Monitoring Program is in effect and shall not be construed to apply to any other term of this Assurance. The AGO will give Just Energy's request favorable consideration if the AGO determines: (1) Just Energy has made all required modifications to its business practices as detailed in Section V of this Assurance; (2) the Monitor has not found any significant compliance issues in the prior year; (3) Just Energy has

cooperated with the Monitor in all material respects; and (4) the Chief Executive Officer of Just Energy Massachusetts Corp. executes an affidavit, in a form as attached herein, certifying that the company is in full compliance with the terms of this Assurance and all applicable laws and regulations. At its sole expense, Just Energy may seek a binding review from an independent arbitrator of the AGO's determination of whether to waive or modify the third year of the monitoring requirement, with such independent arbitrator to be selected from a mediation and arbitration service jointly agreeable to Just Energy and the AGO.

3. Monitoring Program: In order to ensure Just Energy's compliance with G.L. c. 93A, G.L. c. 164, § 1F; and/or any provision of 220 CMR or 940 CMR and the terms of this Assurance, the Monitoring Program shall consist of the following during the term as defined in Paragraph 2:

- a. Record Reviews: The Monitor shall conduct regular audits of Just Energy's Marketing Materials, not to exceed four (4) within a twelve (12) consecutive month period, regardless of the medium of such materials, including paper and electronic materials. The Monitor shall also conduct quarterly audits of the Billing Data Document and of a Consumer Communication List consisting of Consumer Communications with Just Energy received by Just Energy on or after the effective date of this Assurance.

- i. Marketing Materials: For the duration of the term defined in Paragraph 2, Just Energy shall provide to the Monitor, upon the Monitor's request, any new or revised Marketing Materials then in use in Massachusetts.

Requests by the Monitor for new or revised Marketing Materials shall not

exceed four (4) within a twelve (12) consecutive month period.

- ii. Billing Data Document: On April 15, 2015, Just Energy shall provide to the Monitor a Billing Data Document reflecting data from the first quarter following the effective date of the Assurance (January 1, 2015 through March 31, 2015). Just Energy shall thereafter provide an updated Billing Data Document to the Monitor fifteen (15) days after the completion of each quarter for the remainder of the term as defined in Paragraph 2. Just Energy shall not modify the manner in which it provides this report without the express, written consent of the Monitor. Just Energy shall comply with each request by the Monitor for additional billing, payment, and other materials, and/or information within a reasonable period of time after receiving said request.
- iii. Consumer Communication List: On April 15, 2015, Just Energy shall provide to the Monitor a Consumer Communication List reflecting data from the first quarter following the effective date of the Assurance (January 1, 2015 through March 31, 2015). Just Energy shall thereafter provide an updated Consumer Communication List to the Monitor fifteen (15) days after the completion of each quarter for the remainder of the term as defined in Paragraph 2. Just Energy shall not modify the manner in which it provides this report without the express, written consent of the Monitor. Just Energy shall comply with each request by the Monitor for additional billing, payment, and other materials, and/or information within a reasonable period of time after receiving said request.

b. Direct Observation: The Monitor shall conduct regular monitoring of Just Energy's door-to-door sales operations in Massachusetts, in the form of: (1) direct observation of sales force hiring, training, and disciplinary practices; (2) review of communications by Just Energy or its agents to the sales force regarding new or revised scripts, products, brochures, and other training or marketing materials (although this shall not be construed to require pre-approval of such communications by the Monitor); (3) direct passive observations of the conduct of the sales force as it makes door-to-door sales calls and (4) interviewing Consumers who were contacted by Just Energy's door-to-door sales agents. The Monitor shall not undertake more than six (6) instances of each of the categories of the activities listed in the previous sentence within a twelve (12) consecutive month period. Relative to (4), the Monitor shall describe any such interview call to the Consumer as a "Just Energy Quality Assurance Call." The Monitor shall advise the Consumer at the start of the interview call that the Consumer's participation is entirely voluntary, and that all calls are recorded. If the Consumer does not affirmatively consent to being recorded, the interview call shall not proceed. During the interview call, the Monitor shall not make reference to the Attorney General, to the Attorney General's investigation, or to the Assurance; shall not advise the Consumer of legal rights; and shall not make any promises or representations that could be construed by the Consumer as constituting the exercise by the Monitor of actual or apparent authority on behalf of Just Energy. The Monitor shall make recordings of all interview calls available to Just Energy within ten (10) business days of an interview call.

c. Call Reviews: The Monitor shall conduct regular audits of telephone interactions between Just Energy and Massachusetts Consumers. The Monitor shall not undertake more than six (6) audits under this paragraph within a twelve (12) consecutive month period. For the purpose of this Subparagraph, "telephone interactions" are defined as: (1) telemarketing sales calls by agents of Just Energy; (2) Third Party Verification calls for any and all sales channels that require Third Party Verification under G.L. c. 164, §1F(8) and/or pursuant to Just Energy's policies and practices; and (3) any and all calls associated with any other multi-channel and/or internet campaigns for the sale or marketing of Electricity Supply services to Consumers in the Commonwealth .

i. Upon request, within fifteen (15) business days, Just Energy shall make available to the Monitor records from all telephone interactions from the effective date of this Assurance and the Monitor may choose which telephone interactions to audit at the Monitor's sole discretion.

d. De Novo Review of Rebutted Allegations: Pursuant to Paragraph 40(d), the Monitor shall review, de novo, all determinations by Just Energy agents that an Allegation has been rebutted when the evidence that led to such determination included a review of the third party verification call.

e. Additional Reviews Requested by the AGO: At any time during the term, the AGO may request that the Monitor conduct additional audits or record reviews for the limited purpose of investigating concerns relating to Just Energy's sale or marketing of Electricity Supply services to Consumers in the Commonwealth, or arising from other conduct that is expressly regulated by the terms of this

Agreement. Any such request by the AGO shall be in writing with a copy delivered to Just Energy contemporaneously.

- f. Current Marketing Materials. Within thirty (30) days of the selection of a Monitor, Just Energy shall provide to the Monitor all of the Marketing Materials that are being used by Just Energy and/or its agents to market Electricity Supply services in the Commonwealth as of the effective date of this Assurance (the “Current Marketing Materials”). The Monitor shall review all of the Current Marketing Materials for compliance with the Assurance, G.L. c. 164, G.L. c. 93A, 940 CMR, and 220 CMR, and shall make directions to Just Energy that the Monitor, in its sole discretion, deems to be necessary to bring the Current Marketing Materials in compliance. In the course of the Monitor’s review, the Monitor may request additional information from Just Energy concerning such Current Marketing Materials that the Monitor deems, in the Monitor’s sole discretion, to be reasonably necessary to conduct the review described in this Paragraph, and Just Energy shall comply with such requests. Just Energy shall adopt the Monitor’s directions no later than thirty (30) days after any such direction is communicated to Just Energy. Just Energy may, from time to time at its own election, put into effect new Marketing Materials or revise the Current Marketing Materials.
- g. Pre-Clearance. During the term of this Monitoring Program, Just Energy, at its election, may provide new or revised Marketing Materials to the Monitor and request “Pre-Clearance” of such Marketing Materials before they go into effect. Just Energy shall accompany such transmission with a cover letter that includes

the terms "Request for Pre-Clearance" in its subject line and also provide a copy of such correspondence and its enclosures to the AGO. In the event the position of Monitor is vacant at the time a request for Pre-Clearance is submitted, the AGO shall be obligated to perform the obligations of the Monitor as set forth in this Subparagraph. Just Energy shall only be subject to penalties under Subparagraph (i) regarding the text, form, or imagery of such new or revised Marketing Material if the Monitor determines that such new or revised Marketing Material (1) was put into effect as part of Just Energy's marketing activities in Massachusetts without first receiving Pre-Clearance and (2) violates a provision of this Assurance. In the course of the Monitor's review, the Monitor may request additional information from Just Energy concerning such new or revised Marketing Materials that the Monitor deems, in the Monitor's sole discretion, to be reasonably necessary to make the findings described in the preceding sentence, and Just Energy shall comply with such requests. The Monitor shall specify for which Marketing Materials the additional information is needed. The Monitor shall provide a written explanation for any denial of Pre-Clearance, and the Monitor shall advise Just Energy that it has an opportunity to cure the non-compliance and resubmit the Marketing Materials for Pre-Clearance. If the Monitor fails to grant Pre-Clearance or issue a denial or Pre-Clearance within fifteen (15) calendar days of the date of the transmission cover letter, such Pre-Clearance shall be deemed to be granted. Notwithstanding the foregoing, the time period described in the preceding sentence shall be tolled as to specific Marketing Materials for the period during with any requests by the Monitor to Just Energy

for additional information relating to those Marketing Materials are pending or during the pendency of a dispute concerning the adequacy of Just Energy's compliance with such requests. Upon Just Energy's provision of the requested information, the fifteen-day period shall resume, after which, if the Monitor fails to grant Pre-Clearance or issue a denial or Pre-Clearance, such Pre-Clearance shall be deemed to be granted. If review of more than fifty (50) pages of Marketing Materials is pending, the Monitor may, within the fifteen-day period, inform Just Energy that the Monitor will extend the period by ten (10) calendar days. The Monitor must specify the materials for which the period is being extended, and may only extend the period once for any particular material. If the Monitor does not inform Just Energy of the extension within the fifteen-day period, Pre-Clearance shall be deemed to be granted. The decision of the Monitor on Pre-Clearance will be considered final and Just Energy agrees to not challenge such finding through appeal, additional legal process, or otherwise, except for challenges seeking to compel the Monitor to comply with the terms of this Paragraph. The Monitor may revoke Pre-Clearance if the Monitor later finds that Marketing Material was used in Massachusetts before the Monitor granted Pre-Clearance. If the Commonwealth wishes to bring any claim under G.L. c. 93A or otherwise arising out of new or revised Marketing Materials that have been Pre-Cleared by the Monitor, the Commonwealth shall first provide Just Energy with notice, and a thirty (30)-day period to cure. The Commonwealth shall not bring any claim in connection with behavior Just Energy cures during the thirty-day period.

- g. Reports: For each audit or review conducted, the Monitor will prepare a written report to the AGO and Just Energy to include the following: (1) a narrative description of the Monitor's audit, call review, or on-site visit; (2) an evaluation of the practices, procedures, and policies observed in each instance; and (3) any findings of non-compliance with the terms of this Assurance, G.L. c. 93A, G.L. c. 164, § 1F; and/or any provision of 220 CMR and 940 CMR, and the bases therefor. All notes, audits, reports, documents, and any other work product of the Monitor provided to the AGO shall be deemed responses to Civil Investigative Demands 2013-ETD-32 and 2013-ETD-64 as issued to Just Energy, or supplemental Civil Investigative Demands should the AGO issue them, and entitled thereunder to the same protections of confidentiality from public disclosure as afforded by G.L. c. 93A, § 6(6). For findings of non-compliance not based on the text, form, or imagery of Marketing Materials, the Monitor shall make this report to Just Energy before imposing any penalties, to allow Just Energy time to cure the non-compliance, as described at Subparagraph (i)(ii).
- h. Reports of Non-Compliance: Subsequent to any finding of non-compliance by the Monitor, Just Energy, upon the request of the AGO, will submit to the AGO and to the Monitor, within ten (10) business days of such report, a plan of correction which identifies remedial steps to be taken and a detailed calculation of any applicable restitution payments, based on the Monitor's findings. Within five (5) business days, the Monitor will provide Just Energy with approval or revisions to the plan of correction. Upon receipt of the approval or revisions, Just Energy will immediately proceed to take the approved or revised remedial steps, including

notifying promptly any Customer impacted by non-compliance and refunding any amounts paid by the Customer to Just Energy as a result of such non-compliance.

i. Penalties for Non-Compliance:

- i. For findings of non-compliance based on the text, form, or imagery of Marketing Materials, Just Energy will pay a penalty of \$10,000 per non-compliant Marketing Material. Notwithstanding the foregoing, a finding of non-compliance will not subject Just Energy to a penalty if (1) it is specific to the text, form or imagery of the Current Marketing Materials as revised per the directions of the Monitor, or pending for review by the Monitor, pursuant to Subparagraph (e), or (2) it is specific to the text, form or imagery of Marketing Materials that have been granted Pre-Clearance pursuant to Subparagraph (f). The decision of the Monitor on any such finding of non-compliance will be considered final and Just Energy agrees to not challenge such finding through appeal, additional legal process, or otherwise.
- ii. For findings of non-compliance not based on the text, form, or imagery of Marketing Materials, the Monitor shall impose and Just Energy shall pay a fine of \$5,000, except no penalties shall be imposed for violations by individual agents that had been previously reported to or discovered by Just Energy, including those reported to Just Energy by the Monitor pursuant to Subparagraph (g), and that Just Energy has appropriately cured or is in the process of appropriately curing, including through discipline of the agent pursuant to Paragraph 40 of the Assurance. The decision of the

Monitor on any finding of deficiency or non-compliance will be considered final and Just Energy agrees to not challenge such finding through appeal, additional legal process, or otherwise, except as specifically provided in Subparagraph (iii).

- iii. Just Energy may, at Just Energy's sole expense, appeal fines under Subparagraph (ii) where the Monitor determines that Just Energy has incurred fines (A) within a common twelve-month period, and (B) that are in the aggregate of \$50,000 or greater. Just Energy may also appeal such fines under Subparagraph (ii) if it reasonably believes that it has satisfied the requirements for an appeal but that the Monitor has failed to make the necessary determination relative to appealability and fails to make such determination within thirty (30) days of a demand by Just Energy. The decisions of the Monitor on such findings or determinations of violations or any fines imposed that are appealable pursuant to this Subparagraph, may, at Just Energy's sole expense, be appealed to an independent arbitrator, to be selected from a mediation and arbitration service jointly agreeable to Just Energy and the AGO. Where the threshold for filing an appeal has been met per this Subparagraph, if individual components of the appeal involve common issues, those components shall be consolidated for the purposes of any hearing. No hearing shall consider more than one common error, omission, or practice. Hearings on different errors, omissions, or practices may be held seriatim by the same arbitrator, although the arbitrator shall issue a separate decision on each common

issue. Prior to or concurrent with the payment of a penalty for a finding of non-compliance, Just Energy shall notify the Monitor in writing, with a copy to the AGO, if it intends to appeal either the finding or the penalty imposed, or both. The Monitor shall hold all contested penalty amounts in escrow, in an interest-bearing account. In arbitration, Just Energy expressly waives the right to take a deposition of any member of the AGO. In arbitration, as to any contested decision of the Monitor, Just Energy shall bear the burden of demonstrating that the Monitor's decision was clearly erroneous. At the conclusion of the arbitration, the Monitor shall distribute the contested penalty amounts from the escrow account to the AGO and/or return the contested penalty amounts from the escrow account to Just Energy, in amounts as determined by the arbitrator.

- iv. The AGO agrees that it will not seek civil penalties under G.L. c. 93A, § 4 for any non-compliance findings that have been identified by the Monitor and paid by Just Energy, pursuant to Subparagraphs (i) or (ii) above, but otherwise reserves the right to bring any additional claims for relief against Just Energy for non-compliance findings made by the Monitor under this Assurance.
- v. Any such penalties shall be distributed in the manner and for the purposes described in Paragraph 12 of Attachment 1.

AFFIDAVIT OF _____

I, _____, the undersigned, hereby state and certify as follows:

1. I am the Chief Executive Officer of Just Energy Massachusetts Corp. (hereinafter "Just Energy").
2. To the best of my knowledge, based upon my personal knowledge and my review of the books and records of Just Energy that are kept in the ordinary course of business, Just Energy is in full compliance with the terms of the December 31, 2014 Assurance of Discontinuance between it and the Commonwealth of Massachusetts, and all applicable laws and regulations.

Signed under the pains and penalties of perjury this _____ day of _____, 20__.

NOTARY CERTIFICATE

On this _____ day of _____, before me, the undersigned notary public, personally appeared, _____, Chief Executive Officer of Just Energy Massachusetts Corp., a Delaware corporation with its principal place of business at 100 King Street, West Suite 2630, Toronto, Ontario, FF M5X 1E1, Canada, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

Name: _____

My commission expires: _____

[Affix Notary's Seal]

[JUST ENERGY LETTERHEAD]

_____, 2015

[CUSTOMER NAME
AND ADDRESS]

Dear _____:

Thank you for being a valued customer of Just Energy. At the end of last year, Just Energy entered into an agreement with the Massachusetts Office of the Attorney General (the "AGO"). Just Energy does not admit to any wrongful conduct in the agreement, however, in recognition of the concerns of the AGO, Just Energy has agreed to amend the manner in which it calculates termination fees for small businesses on Just Energy commercial contracts.

Accordingly, commencing immediately, if you decide to terminate your commercial contract with Just Energy prior to December 31, 2018, you will be liable to Just Energy only for the lesser of the following three options:

1. The termination fee calculated according to the terms of your contract; or
2. The result of the following calculation:
 - a. four (4) months,
 - b. multiplied by your average monthly consumption over the previous twelve (12) months,
 - c. multiplied by the energy price in your contract; or

3. The result of the following calculation:

- a. one-half of your remaining contract term,
- b. multiplied by your average monthly consumption over the previous twelve (12) months,
- c. multiplied by the energy price in your contract.

If you have questions about the process explained in this letter, you can contact Just Energy at [phone number and hours of operation] or anytime at [website address].

We appreciate your choice of Just Energy as your electricity supplier, and look forward to continuing to serve you.

Sincerely,

Just Energy

[JUST ENERGY LETTERHEAD]

_____, 2015

[CUSTOMER NAME
AND ADDRESS]

Dear _____:

Thank you for being a valued customer of Just Energy. At the end of last year, Just Energy entered into an agreement with the Massachusetts Office of the Attorney General (the "AGO"). Just Energy does not admit to any wrongful conduct in the agreement, however, in recognition of both the concerns of the AGO and the importance of providing accurate information to consumers, Just Energy has agreed to establish a trust fund for the benefit of certain of its current and former customers. The Independent Trustee who administers the trust fund has determined that you are eligible to receive reimbursement for a portion of what you have paid to Just Energy for electricity supply services and/or early termination fees. Accordingly, enclosed is a check in the amount that the Trustee has determined is appropriate: \$_____.

If the enclosed check has not been cashed within sixty (60) days of the date of this letter, the Trustee will permanently stop payment, and you will be deemed to have waived your right to reimbursement.

If you are or were on a variable or index-variable rate product, attached for reference are the rates Just Energy has historically charged for those products. Similar information regarding the historical rates charged by the utility company serving your community is available on their

websites or customer service numbers. For National Grid,
www2.nationalgridus.com/index_ma.jsp or 1-800-322-3223. For NSTAR,
www.nstar.com/residential/ or 1-800-592-2000.

If you are a current Just Energy customer, for a period of ninety days from the date of this letter, you may choose to terminate your account with Just Energy with no termination fee, and resume electricity supply services from your utility or obtain electricity from another competitive supplier. If you are a Just Energy residential variable rate customer who is not currently on an introductory rate, you will never be subject to a termination fee for the life of your contract. If you wish to cancel your Just Energy account, you can do so at [website] or by calling our automated hotline, [phone number], at any time. If you are interested in the other products Just Energy has to offer, you can call our regular customer service line at [phone number and hours of operation].

If you have any questions about the process explained in this letter, or about the product you have or had with Just Energy, you can contact Just Energy at [phone number and hours of operation] or anytime at [website address]. The Trustee can also answer questions about this process, at [phone number and hours of operation] or anytime at [website address].

We appreciate your choice of Just Energy as your electricity supplier, and look forward to serving you in the future.

Sincerely,

Just Energy

Just Energy's Historical Variable Rates

Month	Rate per kWh (for brown electricity – not incorporating applicable adders for green energy option)

Just Energy's Historical Index-Variable Rates

Month	Rate per kWh (100% of electricity consumption matched by purchase of renewable energy certificates)