

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JOHN D. ORANGE, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

STARION ENERGY PA, INC; STARION
ENERGY PA, INC i/t/d/b/a STARION
ENERGY; STARION ENERGY PA;
STARION ENERGY PA, i/t/d/b/a STARION
ENERGY; STARION ENERGY INC;
STARION ENERGY INC, i/t/d/b/a STARION
ENERGY,

Defendants.

No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff John D. Orange brings this action against Defendants Starion Energy PA, Inc; Starion Energy PA, Inc. i/t/d/b/a Starion Energy; Starion Energy PA; Starion Energy PA, i/t/d/b/a Starion Energy; Starion Energy Inc.; Starion Energy Inc., i/t/d/b/a Starion Energy, (hereafter “Defendants” or “Starion Energy”), by and through his attorneys, individually and on behalf of all others similarly situated (“Class Members”), and respectfully alleges as follows:

NATURE OF THE CASE

1. This is a proposed class action brought by Plaintiff on behalf of himself and other similarly situated customers of Defendants. Defendants have and continue to promise customers competitive market-based rates and savings on their electric energy bills if they switch from their local utilities or other energy suppliers to Starion Energy. However, these promises are quickly broken after the initial “teaser” rate expires. Defendants routinely increase their customers' rates well

above the market, sometimes by as much as 300%. Instead of benefitting from switching to Starion Energy, a typical customer loses hundreds or even thousands of dollars per year. Defendants' acts and/or omissions in connection with its energy supply activities constitute breach of contract and/or a breach of the covenant of good faith and fair dealing, and warrant declaratory relief.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction of the claims asserted herein pursuant to 28 U.S.C. §§ 1331 and 1332(d)(2)(A) in that the amount in controversy exceeds the sum or value of \$5,000,000.00 exclusive of interest and costs, and is a class action in which members of the putative Class are citizens of States different from Defendants.

3. No administrative or other non-judicial adjudicative body in the Commonwealth of Pennsylvania has jurisdiction or authority to hear the dispute raised in this litigation and regarding Defendants' breach of its pricing agreement with Plaintiff and the proposed class. As Defendants' state in its *Disclosure Statement* (Attached hereto as Exhibit "A"): "We set the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services."

4. Venue is proper pursuant to 15 U.S.C. § 80b-14 and 28 U.S.C. § 1391. Defendants regularly transact and solicit business in this District.

PARTIES

5. Plaintiff John D. Orange is a resident of Punxsutawney, Jefferson County, Pennsylvania. On or about September 3, 2013, Mr. Orange enrolled as a Starion Energy customer. As a result of Defendants' conduct, Mr. Orange was charged almost three times more for his electric generation service than what he would have paid had his service been with Penelec. In some of those

months, the rate that Starion Energy charged per kilowatt hour (KWH) was nearly three times the market rate.

6. Defendants Starion Energy PA, Inc.; Starion Energy Pa, Inc. i/t/d/b/a Starion Energy; Starion Energy PA; Starion Energy PA, i/t/d/b/a Starion Energy; Starion Energy Inc.; and Starion Energy Inc., i/t/d/b/a Starion Energy are believed to be the same entity which is a Delaware corporation with its registered office address at Agents and Corporations, Inc., 1201 Orange Street, Ste 600, One Commerce Center, Wilmington, Delaware 19801. Defendant Starion Energy PA, Inc. is licensed as an electricity supplier in Pennsylvania with a license number of A-2010-2210819. Defendant Starion Energy PA, Inc., regularly and systematically conducts business throughout the Commonwealth and throughout Philadelphia County.

7. At all times relevant herein, Defendants were engaged in the business of marketing, advertising and selling utility services to consumers in Pennsylvania.

OPERATIVE FACTS

8. In the 1990s, in an effort to improve efficiency and foster competition, several states began experimenting with the deregulation of utilities, including electricity, provided to and made available for their citizens.

9. Under these states' deregulation laws, the supply portion of a consumer's electric bill is separated from the delivery portion. In theory, with the supply portion open to competition, customers can freely shop around for the best price for their energy, creating a market check on energy rates rather than a regulated tariff or rate structure. However, the system can only work when the promises energy providers make to the consuming public are truthful and honored.

10. Regrettably, state deregulation has created a cottage industry of energy "middlemen" that have been the subject of various media investigative reports detailing the unsavory tactics many

of these companies employ. See, e.g. “Electric Shadyland: How Power Companies Rip You off”, MOTHER JONES (January/February 2014 issue) (located at <http://www.motherjones.com/environment/2014/01/deregulation-energy-enron-company-electricity>).

11. In 1996, Pennsylvania joined those states that were experimenting with deregulation of energy supply. Energy deregulation in Pennsylvania was to enable consumers to purchase their energy supply from an Energy Services Company (ESCO) of their choice. Since deregulation, the utility company (the former monopoly) is no longer the only option for energy supply. After deregulation, customers can purchase electricity from ESCOs while continuing to obtain delivery through their local public utilities. The Commonwealth intended for competition to drive down customer rates by opening up the market to consumer choice among various ESCO “bidders”.

12. Defendants’ practices emerge from, and attempt to exploit, the deregulation of the electricity supply market in Pennsylvania.

13. The scheme works as follows: Defendants offer a standard service contract to residents of Pennsylvania with an initial “teaser” rate that is then replaced by a variable rate which Defendants promise will be competitively keyed to market factors. However rather than provide such competitive rates, Defendants gradually charge customers an exorbitant monthly rate far out of line with the competition or market factors after the initial “teaser” rate.

14. Defendants acknowledge in their Welcome Letter, which is part of the contract between Defendants and their residential electricity customers, that their customers change their electric service to Starion to save money. Defendants’ Welcome Letter states: “Thank you for choosing Starion Energy as your electricity supplier in an effort to lower your electricity bill.” (Defendants’ Welcome Letter, *Disclosure Statement* and *Terms of Service* are attached hereto as Exhibit “A”).

15. Defendants' *Terms of Service* state: "The Variable Rate will be calculated monthly based on the following Starion variable price methodology. The Variable Rate may change in response to market conditions in any or all of the PJM, NEISO, NYISO and MISO territories including such factors as electricity market pricing, applicable taxes, transmission costs, utility charges and other market price related factors, as determined in Starion's discretion." *Id.*

16. Aside from the "market conditions" and "market price related factors", Defendants play no role in setting the Variable Rate. All the other elements of that rate are set by other, public entities. Defendants' *Disclosure Statement* states: "We at Starion Energy P.A. are licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation and related services in Pennsylvania. Our PUC license number is A-2010-2210819. We set the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services." *Exhibit A.*

17. Defendants breached their agreement with Plaintiff and the Proposed Class as Defendants failed to calculate Plaintiff's and the Proposed Class Member's Variable Rates using factors such as electricity market pricing or other market price related factors or that reflect such factors. Plaintiff avers that Defendants' variable rate prices were not based on market factors as Defendants contracted and do not offer rates that are truly keyed to market factors or competitive in the marketplace for residential electricity.

18. Notwithstanding the aforementioned promises, Defendants' rates (after the initial "teaser" rate) are not competitive or based on genuine market-related factors. Customers who switch to Starion can pay as much as up to three times the going rate in their area. Defendants' customers regularly complain that their rates far exceed that of any other supplier, that their rates have more than

doubled after the first few months, and that they are often being overcharged by up to 300% as compared to remaining with their local utilities (the old monopolies).

19. Defendants knew (or but for reckless indifference would have known) prior to agreeing to supply electricity to Plaintiff and other customers that it would be unable or unwilling to provide the savings and/or competitive rate that it agreed/promised to provide.

20. Defendants knew (or but for reckless indifference would have known) prior to agreeing to acquire sufficient energy supplies to meet Plaintiff's and other customer's needs in the energy supply market that Defendants would be incapable, unable or unwilling to timely, skillfully, knowledgeably, reliably and/or honestly make the necessary and/or appropriate energy purchases to provide the market based price that they contracted/promised to provide.

21. It is clear that Plaintiff and other customers on the one hand and Defendants on the other did not deal with each other on equal terms due to Defendants' purported skill and experience in purchasing electric energy supplies timely, skillfully, knowledgeably, reliably, honestly and efficiently in the open market and Plaintiff and other customers depended on and trusted Defendants to do so.

22. By making promises it did not intend on honoring and engaging in unfair dealings, Defendants subvert the consumer-friendly purpose of the deregulation of utilities in Pennsylvania and prevents its customers from receiving the benefits they were promised by Defendants. In reality, most customers would be far better off staying with their local utilities or another supplier rather than switching to Starion.

FACTUAL ALLEGATIONS REGARDING JOHN D. ORANGE

23. Plaintiff John D. Orange, in or around September 4, 2013 agreed to move his electric supply service to Starion Energy. Mr. Orange began receiving electricity from Starion Energy on or about October 5, 2013. Mr. Orange was billed by Starion Energy for the next few months, and the

rate gradually crawled higher, gradually passing by a very large margin the rate charged by Penelec (the old monopoly). The comparison is as follows:

- (a) November 27, 2013- Starion charged Plaintiff \$0.0769 per Kwh: Penelec's rate for the same time period was \$0.0805 per Kwh;
- (b) December 31, 2013- Starion charged Plaintiff \$0.0869 per Kwh: Penelec's rate for the same time period was \$0.0781 per Kwh;
- (c) January 28, 2014- Starion charged Plaintiff \$0.0999 per Kwh: Penelec's rate for the same time period was \$0.0717 per Kwh;
- (d) February 10, 2014- Starion charged Plaintiff \$0.1097 per Kwh: Penelec's rate for the same time period was \$0.0717 per Kwh;
- (e) March 31, 2014- Starion charged Plaintiff \$0.2197 per Kwh: Penelec's rate for the same time period was \$0.0727 per Kwh; and
- (f) April 29, 2104- Starion charged Plaintiff \$0.2197 per Kwh: Penelec's rate for the same time period was \$0.0771 per Kwh;

24. Starion ultimately charged Mr. Orange \$0.2197 per Kwh which was \$0.1426 per Kwh more than what he would have paid had he had service with Penelec for the same time period.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings all claims herein as class claims pursuant to Fed. R. Civ. P. 23. The requirements of Fed. R. Civ. P. 23(a), (b)(2) and (b)(3) are met with respect to the class defined below.

A. Class Definition

26. The Class consists of: All persons in the Commonwealth of Pennsylvania who contracted with Defendants to act as their electric supplier.

27. Excluded from the Class(es) are: Defendants, any entities in which they have a controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees and

members of such person's immediate families and the presiding judge(s) in this case and his, her or their immediate family.

B. Numerosity

28. At this time, Plaintiff does not know the exact size of the Class; however, due to the nature of the trade and commerce involved, Plaintiff believes that the Class members number in the thousands and are so numerous that joinder of all members is impracticable. The number and identities of Class members is administratively feasible and can be determined through appropriate discovery.

C. Commonality

29. There are questions of law or fact common to the class, including at least the following:

- a. What the rate term was with their contract with their customers;
- b. Whether Defendants breached the rate term of their contract in setting the actual rate charged to their customers;
- c. Whether Defendants breached the covenant of good faith and fair dealing in making the promises they did regarding the promised rate;
- d. Whether Defendants breached the covenant of good faith and fair dealing in setting the actual rate charged; and
- e. Whether and the amount to which Plaintiff and other members of the Class have been damaged?

D. Typicality

30. Plaintiff has the same interests in this matter as all other members of the Class, and his claims are typical of all members of the class.

E. Adequacy

31. Plaintiff is committed to pursuing this action and has retained competent counsel experienced in the prosecution and successful resolution of consumer class actions. Plaintiff will fairly and adequately represent the interests of the Class members and does not have interests adverse to the Class.

F. The Prerequisites of Rule 23(b)(2) are Satisfied

32. The prerequisites to maintaining a class action for injunctive and equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) exist as Defendants have acted or refused to act on grounds generally applicable to the Class thereby making final injunctive and equitable relief appropriate with respect to the Class as a whole.

33. The prosecution of separate actions by members of the Class would create a risk of establishing incompatible standards of conduct for Defendants. For example, one court might decide that the challenged actions are illegal and enjoin them, while another court might decide that those same actions are not illegal. Individual actions may, as a practical matter, be dispositive of the interest of Class members, who would not be parties to those actions.

34. Defendants' actions are generally applicable to the Class as a whole, and Plaintiff seeks, inter alia, equitable remedies with respect to the Class as a whole.

35. Defendants' systemic policies and practices make declaratory relief with respect to the class as a whole appropriate.

G. The Prerequisites of Rule 23(b)(3) are Satisfied

36. This case satisfies the prerequisites of Fed.R.Civ.P. 23(b)(3). The common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class, and a class action is the superior method for fair and efficient adjudication of the

controversy. The likelihood that individual members of the Class will prosecute separate actions is remote due to the extensive time and considerable expense necessary to conduct such litigation, especially when compared to the relatively modest amount of monetary, injunctive and equitable relief at issue for each individual Class member. This action will be prosecuted in a fashion to ensure the Court's able management of this case as a class action on behalf of the Class defined above.

CAUSES OF ACTION

COUNT I

(BREACH OF CONTRACT)

37. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraphs as though fully set forth herein.

38. Defendants entered valid and enforceable agreements with Plaintiff and the Class Members, which included terms relating to the rate to be charged for the electricity sold by Defendants.

39. Defendants breached their agreements with Plaintiff and the Class Members by charging rates that did not meet the contractual obligation to offer a price that is keyed to market factors and/or is otherwise competitive.

40. Defendants' breach of their agreement caused harm to Plaintiff and the Class Members.

COUNT II

(BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING)

41. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraphs as though fully set forth herein.

42. Defendants created in Plaintiff and the Class Members the reasonable expectation that Defendants would set rates that were competitive in the marketplace and were otherwise keyed to market factors.

43. Defendants were entrusted by Plaintiffs and the Class Members to purchase electricity at competitive rates in the wholesale marketplace and, in turn, resell electricity to them at competitive, market based rates in the retail marketplace.

44. In violation of their duty to act in good faith under their agreements with the Plaintiff and the Class Members and by their course of unfair dealing with Plaintiff and the Class Members set forth above, Defendants caused Plaintiff and the Class Members harm.

COUNT III

(DECLARATORY RELIEF)

45. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraphs as though fully set forth herein.

46. Defendants have acted in a uniform manner under the standard and common terms relating to the price of its electricity it has agreed to with Plaintiff and the Class Members.

47. Defendants have acted or refused to act on grounds that apply generally to the declaratory relief of Plaintiff and the Class Members, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole within the meaning of Fed.R.Civ.P. 23(b)(2).

48. Plaintiff and the Class Members seek a declaration of Defendants' obligations to them under the agreement regarding the pricing of its electricity.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class of persons described herein, pray for an Order as follows:

- a) Finding that this action satisfies the prerequisites for maintenance as a class action set forth in Fed. R. Civ. P. 23(a), (b)(2) and/or (b)(3), and certifying the Class defined herein;
- b) Designating Plaintiff as representative of the Class and his counsel as Class counsel;
- c) Entering judgment In favor of Plaintiff and the Class and against Defendants;
- d) Awarding Plaintiff and Class members their individual damages including interest thereon;
- e) Issuing appropriate declaratory and injunctive relief to declare the rights of Plaintiff and the Class Members ; and
- f) Granting such further relief as the Court deems just.

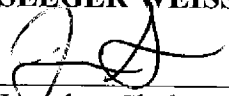
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims and issues.

Dated: February 13, 2015

Respectfully Submitted,

SEEGER WEISS LLP


Jonathan Shub, Esquire
Scott Alan George, Esquire
1515 Market St., Suite 1380
Philadelphia, PA 19102
Phone: (215) 564-2300
Fax: (215) 851-8029

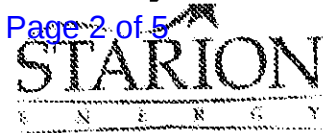
Christopher Seeger, Esquire
Seeger Weiss LLP
77 Water Street, 26th Floor
New York, NY 10005
Phone: (212) 584-0700
Fax: (212) 584-0799

Troy M. Frederick, Esquire
Marcus & Mack, P.C.
Identification No: 207461
57 South Sixth Street
Indiana, PA 15701
Phone: (724) 349-5602
Fax: (724) 349-8362

Attorneys for Plaintiff

Exhibit A

September 4, 2013



STARION ENERGY INC.
 220 MAIN STREET SOUTH
 SUITE 206
 SOUTHURY, CT 06488

JOHN ORANGE
 78 WILLIAMS ALY
 Punxsutawney, PA 15767

Sales Agreement

Utility: Penelec
 Program: Starion Simple
 Description: Variable Rate
 Initial Rate per kWh: \$.0769
 Other Conditions: Variable Rate

Dear JOHN ORANGE,

Thank you for choosing Starion Energy as your electricity supplier in an effort to lower your electricity bill. Please refer to the Sales Agreement section posted at the top of this letter for your terms of service. Please allow one to two billing cycles for the enrollment to be complete. You will continue to be billed by your local utility and they will still be your contact in the event of an emergency.

If you have any questions or feel that this letter has been sent in error, please contact us at 800-600-3040.

****As a Starion Customer you are also entitled to join the Starion Rewards Program absolutely free!** This added benefit offers you the ability to **EARN CASH BACK** on purchases from over 5,000 major vendors with more than 300,000,000 already competitively priced products. Go to starion.retailbenefits.com to start earning **CASH BACK** today.

Once again thank you,

Starion Energy
 Customer Service

Enclosure: Disclosure/Terms of Service

Licensed Electric Supplier:

- CT: 09-10-10
- DC: EA-11-32
- DE: 12-418
- NY: 06-2010
- OH: 11-381E(1)
- MD: IR-2094
- PA: 2010-2210819

StarionEnergy.com*220 Main Street South, Southbury, CT 06488*Toll Free 800-600-3040

Welcome Letter |

Simple. Smart. Starion.



Pennsylvania Residential Sales Agreement Purchase of Electricity-Variable

Disclosure Statement

Background: We at Starion Energy PA are licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation and related services in Pennsylvania. Our PUC license number is A-2010-2210819. We set the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Rescission: You have the right to rescind this Agreement at any time before midnight of the third business day after receiving this Agreement by telephoning Starion at 1-800-600-3040 or emailing Starion at service@starionenergy.com

Definitions:

- Generation charge- charge for the production of electricity.
- Transmission charge- charge for moving high voltage electricity from a generation facility to the distribution lines of an Electric Distribution Company ("EDC").
- Distribution charge-charge for delivering electricity over a distribution system to the home or business from the transmission system.

Terms of Service

Agreement to Purchase Electricity: This is an agreement ("Agreement") between Starion Energy PA ("Starion") and the customer ("Customer", "you" or "your") for Customer to initiate electricity service and begin enrollment with Starion. If you presently purchase your electric generation service from another competitive electricity supplier, you are responsible for canceling that service pursuant to the terms of your agreement with your existing electric supplier.

Price:

Starion Simple: Under the Starion Simple Agreement, the price will be Variable and determined each month. New customers may receive a one-time introductory rate as specified at the time of sign-up and confirmed in the written Starion Welcome Letter.

Starion Smart: Under the Starion Smart Agreement, the initial term will include a rate cap. Both the length of the initial term and the rate cap amount are stated at sign-up and confirmed in your written Starion Welcome Letter. During the initial term, the Variable price will be determined each month and may change but not exceed the rate cap amount per kWh specified for the length of the initial term. After the completion of the initial term, the price cap expires and the rate will be Variable. You agree to take service from Starion for the full initial term except as expressly provided in this Agreement. New customers may receive a one-time introductory rate as specified at the time of sign-up and confirmed in the written Starion Welcome Letter.

The price will be variable determined monthly based on the product selected as stated at sign-up and confirmed in your written Starion Welcome Letter. The Variable Rate will be calculated monthly based on the following Starion variable price methodology. The Variable Rate may change in response to market conditions in any or all of the PJM, NEISO, NYISO, and MISO territories, including such factors as electricity market pricing, applicable taxes, transmission costs, utility charges, and other market price related factors, as determined in Starion's discretion. You may call Starion at 1-800-600-3040 or visit www.StarionEnergy.com for pricing information. The Variable Rate includes estimated Gross Receipts Tax but excludes Pennsylvania sales tax, if applicable.

Starion will calculate your bill each month by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used in the last billing cycle, and adding the product of (i) and (ii) to an Account Management Fee of \$4.72, if applicable, as indicated at sign-up and confirmed in your written Starion Welcome Letter.

Billing: You will continue to receive one monthly bill from your EDC for the electric generation and other services provided by Starion and the distribution and other services provided to you by your EDC, each with taxes thereon. You will make payment for all of these services directly to your EDC in accordance with the payment terms stated in your EDC's tariffs.

Length of Agreement: Starion will begin to provide electric generation service to you on the date the EDC sets after receiving Customer's enrollment, which may take one to two billing cycles from receipt, and continuing until either you or Starion cancels service under this Agreement as provided in "Cancellation Provisions".

Cancellation Provisions: You may cancel your service at any time by contacting Starion Energy at 1-800-600-3040, Monday through Friday between 9:00AM and 5:00PM, EST. You may also cancel in writing to Starion Energy, 220 Main Street South, Suite 206, Southbury, CT 06488, or via e-mail at service@starionenergy.com. The discontinuance of service will be determined based on the customer's utility meter-read cycle and the applicable tariffs. We reserve the right to cancel this Agreement for any reason and, except as noted, upon (30) days advance written notice to you. Some reasons why this agreement may be canceled include: **(i) non-payment:** if your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your service is terminated. **(ii) company-initiated cancellation:** if we cancel this agreement for any reason other than customer non-payment, we will follow applicable rules in providing notice to you. **(iii) customer-initiated cancellation:** if you cancel your agreement before the end of the initial term, you may be subjected to the penalties, fees and exceptions described above.

Customer Information: By entering into this Agreement, you agree that your EDC may release to us certain information that we need to provide service to you, including, but not limited to, your address, account number(s), historical electricity usage and peak electricity demand. We will not give or sell your personal information to any other party without your consent unless we are required to do so by law or it is necessary to enforce the terms of this Agreement. Privacy of customer information is governed by 52 Pa Code § 54.0, with which Starion will comply.

Limitation of Liability: Starion's liability in connection with this Agreement shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

Representations and Warranties: STARION MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND STARION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Binding Effects; Assignment: This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent and any purported assignment without such consent shall be void. We may assign our rights and obligations under this Agreement to an affiliate of Starion or to another competitive electricity supplier licensed to do business in Pennsylvania.

FORCE MAJEURE: Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of such interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees, on terms it deems unfavorable.

Other Provisions: This Agreement together with the Welcome Letter and the Third Party Verification call, as applicable ("TPV") set forth the entire agreement between you and Starion for the purchase and sale of electricity service and supersede all prior agreements, whether written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and us. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by Pennsylvania law. You

acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant

Rescission: You have the right to rescind this Agreement at any time before midnight of the third business day after receiving this Agreement by telephoning Starion at 1-800-600-3040 or emailing Starion at service@starionenergy.com.

DISPUTE RESOLUTION: Please contact Starion Customer Service at 220 Main Street South, Suite 206, Southbury, CT 06488 or toll free at 1-800-600-3040 to answer questions or resolve any disputes regarding this Agreement. Customers may also contact Starion via email at service@starionenergy.com. You may call the PUC if you are not satisfied after discussing your question or dispute with us. The Pennsylvania Public Utility Commission can be reached toll free at 1-800-692-7380.

Contact Information:

Electric Distribution Company:

PPL Electric Utilities, 827 Hausman Road, Allentown, PA 18104-9392 1-800-342-5775

PECO, 2301 Market Street, P.O. Box 8699, Philadelphia, PA 19101 1-800-841-4141

Duquesne, 411 Seventh Avenue, Pittsburgh, PA 15129 1-888-393-7100

Met-Ed, PO Box 3687, Akron, OH 44309, 1-800-545-7741

Penelec, PO Box 3687, Akron, OH 44309, 1-800-545-7741

Universal Service: Your EDC has programs available to customers on a limited or fixed income to assist them with payment of utility service bills. Information on your EDC's Universal Service Programs can be obtained by contacting:

PPL Electric Utilities at 1-800-342-5775

PECO at 1-800-841-4141

Duquesne at 1-888-393-7600

Met-Ed, 1-800-545-7741

Penelec, 1-800-545-7741

Pennsylvania Public Utility Commission

P.O. Box 3265, Harrisburg, PA 17105-3265

Choice Hotline Number 1-800-692-7380

CDJ

CIVIL COVER SHEET

15.02.113

JS 44 (Rev. 12/12)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JOHN D. ORANGE, on behalf of himself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Jefferson County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Jonathan Shub, Seeger Weiss LLP, 1515 Market Street, Suite 1380 Pennsylvania, PA 19102 Ph: 215-564-2300

DEFENDANTS

STARION ENERGY PA, INC et al.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract Product Liability, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332 - Diversity of Citizenship

Brief description of cause: Breach of Contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 02/18/2015 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE FEB 18 2015

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: David Orange 78 Williams Alley, Pottstown, PA 15767
 Address of Defendant: Starion Energy Inc. P.O. Box 845, Middlebury, CT 06762
 Place of Accident, Incident or Transaction: Throughout Eastern District of Pennsylvania
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
 (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))
 Yes No

Does this case involve multidistrict litigation possibilities?
 Yes No

RELATED CASE, IF ANY:
 Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
 Yes No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
 Yes No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
 Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
 Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

- A. Federal Question Cases:
1. Indemnity Contract, Marine Contract, and All Other Contracts
 2. FELA
 3. Jones Act-Personal Injury
 4. Antitrust
 5. Patent
 6. Labor-Management Relations
 7. Civil Rights
 8. Habeas Corpus
 9. Securities Act(s) Cases
 10. Social Security Review Cases
 11. All other Federal Question Cases
 (Please specify) _____

- B. Diversity Jurisdiction Cases:
1. Insurance Contract and Other Contracts
 2. Airplane Personal Injury
 3. Assault, Defamation
 4. Marine Personal Injury
 5. Motor Vehicle Personal Injury
 6. Other Personal Injury (Please specify)
 7. Products Liability
 8. Products Liability — Asbestos
 9. All other Diversity Cases
 (Please specify) _____

ARBITRATION CERTIFICATION
 (Check Appropriate Category)

I, Jonathan Shub, counsel of record do hereby certify:
 Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
 Relief other than monetary damages is sought.

DATE: 2/9/2015 _____
 Attorney-at-Law

 Attorney I.D.#
53965

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 2/9/2015 _____
 Attorney-at-Law

 Attorney I.D.#
53965

CDJ

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

John D. Orange, on behalf of himself,
and all others similarly situated
v.
Starion Energy PA, Inc. et al.

CIVIL ACTION

NO 15 0773

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

2/9/2015
Date

[Signature]
Attorney-at-law

Plaintiff
Attorney for

215-564-2300

215-851-8029

jshub@segerweiss.com

Telephone

FAX Number

E-Mail Address

(Civ. 660) 10/02

FEB 18 2015

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