

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

**COMMONWEALTH OF PENNSYLVANIA,
By JOSH SHAPIRO, ATTORNEY GENERAL,**

Petitioner,

v.

**PALMCO ENERGY PA, LLC and PALMCO
POWER PA, LLC d/b/a INDRA ENERGY,**

Respondents.

CIVIL DIVISION

G.D. No.

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

Filed on Behalf of Petitioner:

COMMONWEALTH OF
PENNSYLVANIA, JOSH SHAPIRO
ATTORNEY GENERAL

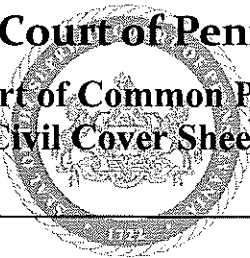
Counsel of Record for this Party:

Amy L. Schulman
Senior Deputy Attorney General
P.A. I.D. No. 80888

1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
(412) 565-3523

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet



County _____

For Prothonotary Use Only:

Docket No: _____

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action: <input type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition <input checked="" type="checkbox"/> Assurance of Voluntary Compliance <input type="checkbox"/> Transfer from Another Jurisdiction <input type="checkbox"/> Declaration of Taking	
Lead Plaintiff's Name: Commonwealth of PA, Office of Attorney General	Lead Defendant's Name: Palmco Energy PA, LLC et al.
Are money damages requested? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Dollar Amount Requested: (check one) <input type="checkbox"/> within arbitration limits <input checked="" type="checkbox"/> outside arbitration limits
Is this a <i>Class Action Suit</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this an <i>MDJ Appeal</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Plaintiff/Appellant's Attorney: <u>Amy L. Schulman, Senior Deputy Attorney General</u> <input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort) <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (<i>does not include mass tort</i>) <input type="checkbox"/> Slander/Libel/ Defamation <input type="checkbox"/> Other: _____	CONTRACT (do not include Judgments) <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other _____ <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other _____ <input type="checkbox"/> Other: _____	CIVIL APPEALS Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other _____ <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other: _____
MASS TORT <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: _____	REAL PROPERTY <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: _____	MISCELLANEOUS <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input checked="" type="checkbox"/> Other: <u>AVC-Under Section 201-5 of the UTPCPL, 73 PS 201-5</u>
PROFESSIONAL LIABILITY <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional: _____		

WHEREAS, Respondents PalmCo Energy PA, LLC and PalmCo Power PA, LLC do business under the registered fictitious name “Indra Energy;”

BACKGROUND

WHEREAS, Respondents are engaged in trade and commerce within the Commonwealth by advertising, offering to sell, selling, and providing retail energy services to Pennsylvania consumers;

WHEREAS, Respondent PalmCo Energy PA, LLC is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation to the public, effective July 18, 2018, Application No. A-2009-2100320;

Telemarketing Generally

WHEREAS, in connection with the advertising, offering to sell and selling, of retail energy supply services to consumers within the Commonwealth, Respondents, or third party vendors acting on Respondents’ behalf, conducted and/or initiated “telemarketing”, as that term is defined in Section 2242 of the *TRA*, 73 P.S. § 2242;¹

WHEREAS, in connection with its telemarketing campaign conducted in the Commonwealth, Respondents, or third-party vendors acting on Respondents’ behalf, engaged in making “telephone solicitation calls” to Pennsylvania subscribers, as that term is defined in Section 2242 of the *TRA*, 73 P.S. § 2242;²

WHEREAS, the Commonwealth of Pennsylvania maintains a “do-not-call list” (“DNC list”), which is defined in Section 2242 of the *TRA*, 73 P.S. § 2242, as a “list of residential or

¹ “Telemarketing” is defined as “[a] plan, program or campaign which is conducted to induce the purchase of goods or services..., by use of one or more telephones and which involves more than one telephone call.” 73 P.S. § 2242. *See also* Section 310.2(gg) of the *TSR*, 16 C.F.R. § 310.2(gg).

² A “telephone solicitation call” is a “call made to a residential or wireless telephone subscriber for the purpose of soliciting the sale of any consumer goods or services or for the purpose of obtaining information that will or may be used for the direct solicitation of a sale of consumer goods or services.” 73 P.S. §2242.

wireless telephone subscribers who have notified the list administrator of their desire not to receive telephone solicitation calls”;

WHEREAS, pursuant to Section 2245(a)(2) of the *TRA*, 73 P.S. § 2245(a)(2), it is unlawful to initiate an outbound telephone call to a person when that person previously has stated that he or she does not wish to receive an outbound telephone call made by or on behalf of the seller whose goods or services are being offered;

WHEREAS, pursuant to Section 2245.2(a) of the *TRA*, 73 P.S. § 2245.2(a), it is unlawful to initiate or cause to be initiated a telephone solicitation call to a residential telephone number of a residential telephone subscriber who does not wish to receive telephone solicitation calls and has caused his name, address and telephone number to be enrolled on the DNC list;

WHEREAS, under Section 310.4(b)(1)(iii)(B)(1) of the *TSR*, 16 C.F.R. § 310.4(b)(1)(iii)(B)(1), calls can only be made to subscribers on the DNC list if the caller can demonstrate that the seller has obtained the express agreement, in writing, of such person to place calls to that person. Such written agreement shall clearly evidence such person's authorization that calls made by or on behalf of a specific party may be placed to that person, and shall include the telephone number to which the calls may be placed and the signature of that person;³

WHEREAS, pursuant to Section 310.4(b)(i) of the *TSR*, 16 C.F.R. § 310.4(b)(i), it is an abusive telemarketing act or practice and a violation of the *TSR* for a telemarketer to cause any telephone to ring, or engage any person in telephone conversation, repeatedly or continuously with the intent to annoy, abuse or harass any person at the called number;

³ Similarly, under Section 2242 of the *TRA*, the definition of “telephone solicitation call” exempts calls made in response to an “express request” of the residential or wireless telephone consumer.” 73 P.S. § 2242.

Use of Prerecorded Messages

WHEREAS, pursuant to Section 310.4(b)(1)(v) of the *TSR*, 16 C.F.R. § 310.4(b)(1)(v), it is an abusive telemarketing act or practice and a violation of the *TSR* for a telemarketer to engage in, or for a seller to cause a telemarketer to engage in, initiating any outbound telephone call that delivers a prerecorded message;

WHEREAS, under Section 310.4(b)(1)(v)(A)(i)-(iv) of the *TSR*, 16 C.F.R. § 310.4(b)(1)(v)(A)(i)-(iv), calls delivering a pre-recorded message may be placed only to individuals who have provided the seller with a signed, written agreement to receive such calls that:

- i. The seller obtained only after a clear and conspicuous disclosure that the purpose of the agreement is to authorize the seller to place prerecorded calls to such person;
- ii. The seller obtained without requiring, directly or indirectly, that the agreement be executed as a condition of purchasing any good or service;
- iii. Evidences the willingness of the recipient of the call to receive calls that deliver prerecorded messages by or on behalf of a specific seller; and
- iv. Includes such person's telephone number and signature;

Lead Generating Practices

WHEREAS, Respondents, or third party vendors acting on Respondents' behalf, utilized on-line lead generating practices in an effort to obtain consumers' consent to be contacted for purposes of telemarketing solicitation on behalf of Respondents;

WHEREAS, in connection with these lead generating practices, Respondents, or third party vendors acting on Respondents' behalf, lured consumers to websites with misleading offers

of free samples or giveaways in an effort to obtain consumers' consent to be contacted for purposes of telemarketing solicitation on behalf of Respondents;

Sales and Marketing Practices

WHEREAS, Respondents, or third party vendors acting on Respondents' behalf, delivered pre-recorded messages to consumers that misrepresented that the call was an apology from the consumer's electric company and the consumer was entitled to a 30% to 50% rebate;

ALLEGED VIOLATIONS

WHEREAS, based upon its investigation, the Petitioner alleges Respondents have engaged in conduct which violates the *TRA*, *TSR* and the *Consumer Protection Law*, as more fully set forth below:

1. Initiating outbound telephone calls to persons that previously stated that they do not wish to receive outbound telephone calls made by or on behalf of Respondent, in violation of Section 2245(a)(2) of the *TRA*, 73 P.S. § 2245(a)(2);
2. Initiating or causing to be initiated telephone solicitation calls to consumers who registered their names, telephone numbers, and addresses on the DNC list, in violation of Section 2245.2(a) of the *TRA*, 73 P.S. § 2245.2(a);
3. Engaging in abusive telemarketing practices by making repeated calls to consumers, in violation of Section 310(b)(i) of the *TSR*, 16 C.F.R. § 310.4(b)(i);
4. Initiating outbound telephone calls that deliver prerecorded messages, in violation of Section 310.4(b)(1)(v) of the *TSR*, 16 C.F.R. § 310.4(b)(1)(v);
5. Failing to obtain a sufficient "express request" that clearly and conspicuously identified Indra Energy as the seller from consumers on the DNC list prior to initiating telemarketing calls, as required by Section 2242 of the *TRA*, 73 P.S. § 2242;

6. Failing to obtain a sufficient “express agreement in writing” to contact consumers who have registered their phone numbers on the DNC list, as required by Section 310.4(b)(iii)(B)(1) of the *TSR*, 16 C.F.R. § 310.4(b)(iii)(B)(1), including, but not limited to:
 - a. Failing to obtain a written agreement clearly evidencing the consumer’s authorization that calls made by or on behalf of a specific party may be placed to the consumer’s telephone number; and
 - b. Failing to obtain the consumer’s signature.
7. Failing to obtain a sufficient “express agreement in writing” from consumers prior to initiating telephone calls delivering a prerecorded message, as required by Section 310.4(b)(v)(A)(i)-(iv) of the *TSR*, 16 C.F.R. § 310.4(b)(v)(A)(i)-(iv) including, but not limited to:
 - a. Failing to provide consumers with a clear and conspicuous disclosure that the purpose of the agreement is to authorize receiving telemarketing calls that deliver prerecorded messages, 16 C.F.R. § 310.4(b)(v)(A)(i);
 - b. Failing to seek consumers’ consent to receive telemarketing calls that deliver prerecorded messages by or on behalf of a specific seller, 16 C.F.R. § 310.4(b)(v)(A)(iii); and
 - c. Failing to obtain the consumer’s signature, 16 C.F.R. § 310.4(b)(v)(A)(iv).
8. Using or causing to be used misleading and deceptive acts and practices in connection with requests to be contacted for purposes of telemarketing solicitations;
9. Delivering or causing to be delivered pre-recorded messages to consumers that featured misleading offers regarding energy savings and rebates;

WHEREAS, Section 2245(a)(9) of the *TRA* prohibits engaging in any deceptive or abusive telemarketing acts or practices in violation of *TSR*, 73 P.S. § 2245(a)(9);

WHEREAS, a violation of the *TRA* is a violation of the *Consumer Protection Law*, 73 P.S. § 2246(a);

WHEREAS, the alleged aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” as prohibited by Section 201-3 of the *Consumer Protection Law*, as defined by Section 201-2(4)(ii), (iii) and (xxi):

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, 73 P.S. § 201-2(4)(ii);
2. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, 73 P.S. § 201-2(4)(iii); and
3. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi);

WHEREAS, Respondents agree to cease and desist from violating the *Consumer Protection Law* and desire to comply with the civil laws of the Commonwealth;

WHEREAS, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the *Consumer Protection Law*, 73 P.S. § 201-5, in lieu of commencing statutory proceedings under Sections 201-4 or 201-8 of the *Consumer Protection Law*, 73 P.S. §§ 201-4, 201-8; and

WHEREAS, Indra Energy expressly denies the allegations and violations of law contained in this Assurance of Voluntary Compliance and is entering into this Assurance of Voluntary Compliance solely for the purpose of avoiding costly and protracted litigation.

SETTLEMENT TERMS

NOW THEREFORE, Respondents agree for themselves, their successors, assigns, agents, employees and all other persons acting on their behalf, directly or through any corporate or other business device, as follows:

I. The Recitals set forth above are incorporated herein as though fully set forth.

II. Injunctive and Affirmative Relief

A. Respondents shall comply with any and all provisions of the *Consumer Protection Law* and any amendments thereto, and are permanently enjoined from any violation thereof.

B. Respondents shall comply with any and all provisions of the *TRA* and any amendments thereto, and are permanently enjoined from any violation thereof.

C. Respondents shall comply with any and all provisions of the *TSR* and any amendments thereto, and are permanently enjoined from any violation thereof.

D. Respondents shall not initiate outbound telephone calls to persons that previously stated that they do not wish to receive outbound telephone calls made by or on behalf of Respondent, in violation of Section 2245(a)(2) of the *TRA*, 73 P.S. § 2245(a)(2), unless Respondents comply with an exception provided under the law.

E. Respondents shall not initiate or cause to be initiated telephone solicitation calls to consumers who registered their names, telephone numbers, and addresses on the DNC list, in violation of Section 2245.2(a) of the *TRA*, 73 P.S. § 2245.2(a), unless Respondents comply with an exception provided under the law.

F. Respondents shall not employ practices designed to annoy or harass the consumer, in violation of Section 310(b)(i) of the *TSR*, 16 C.F.R. § 310.4(b)(i).

G. Respondents shall not initiate outbound telephone calls that deliver prerecorded messages, in violation of Section 310.4(b)(1)(v) of the *TSR*, 16 C.F.R. § 310.4(b)(1)(v), unless Respondents comply with an exception provided under the law.

H. Respondents shall not fail to obtain sufficient “express request” from consumers on the DNC list to receive telemarketing calls, as required by Section 2242 of the *TRA*, 73 P.S. § 2242. For purposes of this agreement, a sufficient “express request” shall include Respondents clearly and conspicuously identifying itself as the specific seller, without using a hyperlink, and clearly and conspicuously describing the services which it is offering to consumers prior to the consumer consenting to receive calls.

I. Respondents shall not fail to obtain sufficient “express agreement in writing” to contact consumers who have registered their phone numbers on the DNC list, as required by Section 310.4(b)(iii)(B)(1) of the *TSR*, 16 C.F.R. § 310.4(b)(iii)(B)(1). For purposes of this agreement, a sufficient “express request” shall include Respondents clearly and conspicuously identifying itself as the specific seller, without using a hyperlink, and clearly and conspicuously describing the services which it is offering to consumers prior to the consumer consenting to receive calls.

J. Respondents shall not fail to obtain sufficient “express agreement in writing” from consumers to receive telephone calls delivering a prerecorded message, as required by Section 310.4(b)(v)(A)(i)-(iv) of the *TSR*, 16 C.F.R. § 310.4(b)(v)(A)(i)-(iv). For purposes of this agreement, a sufficient “express request” shall include Respondents clearly and conspicuously identifying itself as the specific seller, without using a hyperlink, and clearly and conspicuously describing the services which it is offering to consumers prior to the consumer consenting to receive calls.

K. Respondents shall not use or cause to be used misleading and deceptive acts and practices in connection with requests to consumers to be contacted for purposes of telemarketing solicitations.

L. Respondents shall ensure that it clearly and conspicuously discloses the services Respondents will be selling to consumers before requesting consumers to agree to be contacted for purposes of telemarketing solicitations.

M. Respondents shall not make or cause to be made, in any medium, any representation regarding energy billing rebates or savings to any consumer, unless such representation is substantiated.

III. Monetary Relief

A. **Required Payment** – Upon the signing of this Assurance of Voluntary Compliance, Respondents shall pay to the Commonwealth a total payment of ONE HUNDRED EIGHTY FIVE THOUSAND NINE HUNDRED and 00/100 Dollars (\$185,900.00), which shall be allocated as follows:

1. **Restitution** in the amount of NINE HUNDRED and 00/100 Dollars (\$900.00) to be allocated as the statutory remittance pursuant to Section 2245.2(k)(2) of the *TRA*, 73 P.S. § 2245.2(k)(2), and distributed on a *pro-rata* basis in the amount of \$100 per consumer to the nine consumers who filed complaints with the Commonwealth;
2. **Civil Penalties** in the amount of ONE HUNDRED SIXTY THOUSAND and 00/100 Dollars (\$160,000.00) to be distributed to the Commonwealth of Pennsylvania, Department of Treasury; and
3. **Costs of Investigation** in the amount of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00), shall be distributed to the Commonwealth of Pennsylvania,

Office of Attorney General, as costs of this investigation to be deposited into an interest-bearing account from which both principal and interest and shall be expended for public protection and educational purposes.

B. **Form of Payment** - All payments made by Respondents to the Commonwealth, pursuant to this Assurance of Voluntary Compliance, shall be in the form of a certified check, cashier's check, or money order made payable to the "Commonwealth of Pennsylvania, Office of Attorney General" and shall be forwarded to Amy L. Schulman, Senior Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222.

IV. Miscellaneous Terms

A. The "Effective Date" of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

B. In accordance with Section 201-5 of the Consumer Protection Law, this Assurance of Voluntary Compliance shall not be considered an admission of violation for any purpose. 73 P.S. § 201-5.

C. The parties' execution of this Assurance of Voluntary Compliance, along with the full and complete payment of the monetary relief outlined above, shall resolve the Commonwealth's investigation of Respondents' telemarketing business practices that occurred prior to the execution of this agreement.

D. This Court shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for the purpose of enforcing its terms.

E. Nothing in this Assurance of Voluntary Compliance shall be construed to waive any individual right of action by a consumer or a local, state, federal, or other governmental entity.

F. Time shall be of the essence with regard to Respondents' obligations hereunder.

G. Robert Palmese is the Chief Executive Officer of PalmCo Energy PA, LLC and certifies that he/she is authorized to enter into and execute this Assurance of Voluntary Compliance on behalf of Respondent.

H. Robert Palmese is the Chief Executive Officer of PalmCo Power PA, LLC and certifies that he/she is authorized to enter into and execute this Assurance of Voluntary Compliance on behalf of Respondent.

I. Respondents further agree to execute and deliver all authorizations, documents and instruments which are reasonably necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

J. Respondents understand and agree that if they made any false statement in or related to this Assurance of Voluntary Compliance, that such statement was made pursuant to and under penalty of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

K. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute as original counterpart hereof.

L. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducement or conditions, express or implied.

There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

M. Respondents agree by the signing of this Assurance of Voluntary Compliance that it shall abide by each of the aforementioned provisions and that the breach of any one of those terms shall be sufficient warrant for the Commonwealth of Pennsylvania to petition this Court, or any court of competent jurisdiction, to assess the penalties provided under Section 201-8, 201-9, and 201-9.1 of the *Consumer Protection Law*, and to order any other equitable relief which the Court deems necessary or proper.

N. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

{SIGNATURES ON THE FOLLOWING PAGES}

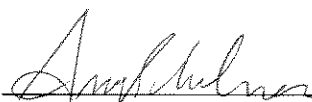
WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

FOR THE PETITIONER:

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

**JOSH SHAPIRO
ATTORNEY GENERAL**

Date: 6/27/2022

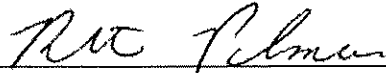
By: 
Amy L. Schulman
Senior Deputy Attorney General
PA Attorney I.D. No. 88088
Office of Attorney General
1251 Waterfront Place Mezzanine Level
Pittsburgh, PA 15222
412-565-3523

FOR THE RESPONDENTS:

**PALMCO ENERGY PA, LLC d/b/a
INDRA ENERGY,**

Date: 6/14/2022

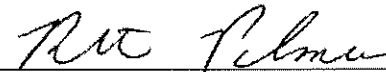
By:


Robert Palmese
President / CEO

**PALMCO POWER PA, LLC d/b/a
INDRA ENERGY,**


Date: 6/14/2022

By:


Robert Palmese
President / CEO

Date: 6/14/2022

By:


Vaishali S. Rao
Sarah E. King

Hinshaw & Culbertson LLP
151 North Franklin Street, Suite 2500
Chicago, IL 60606

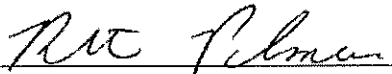
Counsel for Respondents

RESOLUTION OF PALMCO ENERGY PA, LLC

The Resolution, set forth herein, was adopted on _____ at a meeting of all members of PalmCo Energy PA, LLC or by the person or persons designated by the members of PalmCo Energy PA, LLC d/b/a Indra Energy to manage PalmCo Energy PA, LLC, as provided in the articles of organization or in the operating agreement.

RESOLVED, that Robert Palmese, the managing member and CEO of PalmCo Energy PA, LLC d/b/a Indra Energy is hereby authorized and empowered on behalf of PalmCo Energy PA, LLC to enter into an Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General, in settlement of the *Commonwealth of Pennsylvania, By Josh Shapiro, Attorney General v. PalmCo Energy PA, LLC and PalmCo Power PA, LLC d/b/a Indra Energy* upon the terms and conditions contained in the Assurance of Voluntary Compliance attached hereto and made a part hereof.

Date: 6/14/2022

By: 

RESOLUTION OF PALMCO POWER PA, LLC

The Resolution, set forth herein, was adopted on _____ at a meeting of all members of PalmCo Power PA, LLC or by the person or persons designated by the members PalmCo Power PA, LLC d/b/a Indra Energy to manage PalmCo Power PA, LLC, as provided in the articles of organization or in the operating agreement.

RESOLVED, that Robert Palmese the managing member and CEO of PalmCo Power PA, LLC is hereby authorized and empowered on behalf of PalmCo Power PA, LLC to enter into an Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General, in settlement of the *Commonwealth of Pennsylvania, By Josh Shapiro, Attorney General v. PalmCo Energy PA, LLC and PalmCo Power PA, LLC d/b/a Indra Energy* upon the terms and conditions contained in the Assurance of Voluntary Compliance attached hereto and made a part hereof.

Date: 6/14/2022

By: 