

## **Information About the Arbitration Process Under Illinois Energy Solutions' Arbitration Provision**

Illinois Energy Solutions, USA, LLC ("Illinois Energy Solutions") is committed to customer satisfaction. Part of that commitment is ensuring that any dispute a customer may have is resolved in a fair, effective, and efficient manner. Most of the time that you might have a concern about a bill or our service, that concern can be resolved quickly and to your satisfaction by calling our customer service department at (866) 369-0911. If you are still not satisfied, you may have your dispute resolved through binding arbitration before the American Arbitration Association ("AAA"). Alternatively, you may file an action in small claims court. For your convenience, a copy of the Illinois Energy Solutions arbitration provision is available at <https://www.illenergysolutions.com/dispute>. This document provides additional information on how you may use the arbitration procedures to resolve your dispute. Former Illinois Energy Solutions customers are entitled to have any dispute resolved under Illinois Energy Solutions' current arbitration provision. Please note that this document is informational only and that the Dispute Resolution Provisions in the Terms and Conditions of Service govern.

### **What Is Arbitration?**

Arbitration is a more informal method of binding dispute resolution than a lawsuit in court. It can be initiated by you or Illinois Energy Solutions. Arbitration uses a neutral arbitrator instead of a judge or jury, has more limited discovery than in court, and is subject to very limited review by courts.

For claims of \$25,000 or less, you may choose whether the hearing takes place in person, by telephone, or solely on the basis of documents submitted to the arbitrator. If you choose an in-person hearing, it will take place in the county (or parish) of your billing address. You may retain an attorney to represent you in arbitration if you choose. Arbitration under Illinois Energy Solutions' arbitration provision will take place on an individual basis. Class arbitrations and class actions are not permitted.

The arbitrator cannot consolidate the claims of more than one person or proceed on a class-wide basis. Arbitration does not affect the substance of your legal claims; arbitrators can award the same damages and relief that a court can award.

### **Who are the Arbitrators?**

Arbitrators are independent third parties who hear the evidence and decide the outcomes of cases. They are independent contractors and not employees of the AAA or of Illinois Energy Solutions. Arbitrators are carefully selected for their expertise and trained by the AAA.

In consumer cases, the AAA will appoint the arbitrator, unless the parties agree otherwise. The arbitrator will hear all of the evidence and issue a decision, known as an "award". This award is generally final and binding on the parties in the case.

### **What are the Procedures Followed in an Arbitration?**

Arbitrations under Illinois Energy Solutions' arbitration provision will be administered by the AAA, a leading non-profit arbitration provider ([www.adr.org](http://www.adr.org)). For commercial customers the arbitration will be governed by the AAA's Commercial Dispute Resolution Procedures and for residential customers the arbitration will be governed by the AAA's Consumer Arbitration Rules, as modified by Illinois Energy Solutions' arbitration provision. Because the AAA may update those rules from time to time, and because the applicable rules for any particular arbitration will be the ones in force at the time of the arbitration, please check the AAA's website ([Rules](#)) to see the latest version.

For any non-frivolous claim that does not exceed \$75,000, Illinois Energy Solutions will pay all costs of arbitration, no matter who wins. Moreover, in arbitration you are entitled to recover attorneys' fees from Illinois Energy Solutions to at least the same extent as you would be in court. In addition, under certain

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circumstances explained below, Illinois Energy Solutions will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Illinois Energy Solutions has offered you to settle the dispute.

Either you or Illinois Energy Solutions may be represented by an attorney, however, there is no requirement that you have an attorney to participate in arbitration. If you have retained an attorney, he or she may help you answer any further questions you might have about arbitration. Additional information regarding arbitration can also be reviewed at [www.adr.org](http://www.adr.org).

### How Do I Arbitrate A Claim?

You can arbitrate a claim against Illinois Energy Solutions by taking the following steps:

**1. Mail A Notice Of Dispute to Illinois Energy Solutions' Legal Counsel.** Before initiating an arbitration proceeding against Illinois Energy Solutions, you must first notify us of your dispute and allow us an opportunity to resolve it without the need for arbitration. Please write us a letter describing the nature and basis of the dispute and identifying the specific relief that you would like. Please provide as much information as you think would be helpful, including dates and specific amounts of money, if possible. Please also include the account holder's name, the account number, the service address, email address, and a telephone number at which you may be reached during business hours. For your convenience, you may download a Notice of Dispute form from our website ([www.illenergysolutions.com/dispute](http://www.illenergysolutions.com/dispute)).

Once you have written the letter or filled out the Notice, please send it to us **by certified mail** at Illinois Energy Solutions, USA, LLC, c/o Rogers & Hardin LLP, 2700 International Tower, Peachtree Center, 229 Peachtree Street, N.E., Atlanta, Georgia 30303-1601. Please be sure to keep a copy of the letter or Notice for your records.

**2. Wait 30 Days To See Whether The Dispute Can Be Resolved Without Arbitration.** If we have not been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings. Please be sure to retain a copy of any written settlement offers that we make, but note that the amount of any settlement offer that you or we make must not be shown to the arbitrator until after the arbitrator has resolved the merits of your claim.

**3. Complete A Demand For Arbitration.** You can begin the arbitration process by submitting a Demand for Arbitration, which is a statement containing basic information about the dispute: (a) the names, addresses and phone numbers of the parties involved (you and Illinois Energy Solutions, in most cases); (b) a description of the dispute; (c) and a short statement of the relief you are seeking. The AAA provides a Demand for Arbitration form on its website (at [Form](#)). As an alternative, consumers may download a Demand for Arbitration form that Illinois Energy Solutions has created for its customers' use from our website ([www.illenergysolutions.com/dispute](http://www.illenergysolutions.com/dispute)). You do not have to use this form, but it includes spaces for all the necessary information.

**4. Send Us A Copy of Your Demand for Arbitration.** Complete the Demand for Arbitration and make at least **three (3)** copies. Keep one (1) copy for your records. Send one (1) copy of the Demand for Arbitration and a copy of your check for the filing fee to us at: Illinois Energy Solutions, USA, LLC, c/o Rogers & Hardin LLP, 2700 International Tower, Peachtree Center, 229 Peachtree Street, N.E., Atlanta, Georgia 30303-1601.

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**5. Submit A Copy Of Your Demand To The AAA.** You can file the Demand for Arbitration by mail, facsimile, e-mail or online. Instructions are on the form. Please be sure to include (1) a copy of Illinois Energy Solutions' arbitration provision (for your convenience, you may obtain a copy from our website at ([www.illenergysolutions.com/dispute](http://www.illenergysolutions.com/dispute)) and (2) the appropriate AAA filing fee. We will promptly reimburse you this amount when we receive a copy of your Demand for Arbitration and proof of payment, unless your claim is for greater than \$75,000. The filing fee is currently \$200 for consumer claims and \$750 for commercial claims up to \$25,000, but the AAA may change the amount of the fee. You may obtain the amount of the fee by consulting the AAA's rules. The filing fee amount may be obtained from the AAA's website ([Filing Fees](#)), or by calling the AAA at 800-778-7879. If you are unable to pay the AAA's filing fee, please inform us by writing a letter to the above address and we will arrange to pay it directly if your claims are for \$75,000 or less.

The current contact information for the AAA's Case Filing Services is 877-495-4185.

The AAA may change this information; please confirm it by calling the AAA at 800-778-7879 or visiting the AAA's website at [Contact AAA](#).

**6. Case Manager Assignment.** Once the AAA receives your Demand for Arbitration, the AAA will assign your case to a Case Manager. The Case Manager will then send us both a confirmation letter and give Illinois Energy Solutions fourteen (14) days to respond to your Demand.

**7. Appointment of Arbitrator.** The AAA will appoint an arbitrator and notify us both of that arbitrator's name and qualifications. The AAA requires all arbitrators to check for any past or present relationships with the parties, potential witnesses, and the parties' attorneys.

If the arbitrator has any such relationship, the AAA will tell both you and Illinois Energy Solutions. If either you or Illinois Energy Solutions objects to the AAA's choice of arbitrator, we will have an opportunity to object.

**8. Choose The Kind Of Hearing You Would Like.** Unless you and Illinois Energy Solutions agree to have any arbitration hearings somewhere else, they will take place in the county (or parish) of your billing address. If your claim is for \$25,000 or less, you may choose whether any hearings are conducted in person or by telephone.

Alternatively, you may choose to proceed by a "desk" arbitration, which does not involve an interactive hearing. Instead, the arbitrator resolves the dispute solely on the basis of the documents that you and Illinois Energy Solutions submit. Once the AAA has commenced the arbitration, you may inform the AAA of your choice of hearing. If you do not make a choice and the claim is for \$25,000 or less, the AAA will assume that you want a desk arbitration. If your claim exceeds \$25,000, the right to a hearing will be determined by the AAA rules. Those rules currently provide for an in-person hearing if the consumer's claim exceeds \$25,000, but you and Illinois Energy Solutions may agree whether that hearing is in person or by telephone, or whether to instead proceed with a desk arbitration.

**9. Arbitrator's Decision.** In consumer cases the arbitrator will render a written decision within thirty (30) days from the conclusion of the in-person or telephone hearing or within fourteen (14) days if you chose a desk arbitration. The arbitrator need not provide a statement of reasons unless

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requested by a party. The time period for commercial cases are set forth in the Commercial Arbitration Rules.

**10. The Alternative Payment.** If the arbitrator grants you relief that exceeds Illinois Energy Solutions' last written settlement offer before the arbitrator is appointed, then Illinois Energy Solutions will pay you the amount of the award, or \$5,000, whichever is greater (the "alternative payment"). If Illinois Energy Solutions did not make a written offer to settle the dispute, you will be entitled to receive this alternative payment if the arbitrator awards you any relief at all on the merits.

**11. Your Attorney's Premium.** If you are entitled to the alternative payment, then Illinois Energy Solutions will also pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrued for investigating, preparing, and pursuing your claim in arbitration (the "attorney premium").

Even if you are not entitled to this attorney premium, Illinois Energy Solutions will reimburse you for your reasonable attorneys' fees and expenses if it is required to do so under applicable law. But you may not receive both the attorney premium and an award of attorneys' fees under a statute. Instead, you will receive the greater amount. Illinois Energy Solutions will not attempt to collect from you the attorneys' fees it incurs in arbitration even when permitted to do so under applicable law.

**12. Arbitration Costs in Frivolous Cases.** If the arbitrator not only rules against you, but also rules that either the substance of your claim or the relief you requested in your Demand for Arbitration was either frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the arbitrator may allocate compensation costs and expenses against you. If the arbitrator makes this determination, you may also be required to reimburse Illinois Energy Solutions for paying your share of the arbitration costs.