

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of Nghiem Tran LLC/ABC Grill,)	
)	
Complainant,)	
)	
v.)	Case No. 14-556-EL-CSS
)	
Ohio Power Company)	
and)	
Champion Energy Services, LLC,)	
)	
Respondents.)	

ENTRY

The attorney examiner finds:

- (1) On April 4, 2014, Nghiem Tran LLC/ABC Grill (ABC Grill or Complainant) filed a complaint against Ohio Power Company (AEP-Ohio) and Champion Energy Services, LLC (Champion). ABC Grill alleges that Champion failed to provide notice that a contract for electric service expired in July 2013 and that Champion overcharged for services. Although there was an agreement to refund certain charges, ABC Grill claims that Champion did not comply with the agreement. In an effort to bypass Champion, ABC Grill sought another electric service supplier, but ABC Grill contends that Champion blocked its attempt to secure another service provider.
- (2) ABC Grill joined AEP-Ohio as a respondent because AEP-Ohio collects on behalf of Champion. To ABC Grill, AEP-Ohio is effectively a bill collector for Champion, assisting it in the collection of improper charges.
- (3) AEP-Ohio filed an answer and motion to dismiss on April 28, 2014. AEP-Ohio denied all material allegations in the complaint. AEP-Ohio alleges in its motion to dismiss that Champion issued a credit to the Complainant and that the complaint should be regarded as moot.
- (4) Champion filed an answer and a motion to dismiss on April 28, 2014. Champion explains in its answer that it is a competitive

retail electric supplier. The Complainant and Champion entered into a one-year, fixed-rate, small commercial contract for the period June 2012 to July 2013. Because the Complainant did not consent to renewal of the contract, the Complainant remained a customer of Champion, reverting to a default plan with a variable-rate product. When the contract expired in July 2013, the Complainant continued on the default plan until February 2014. The Complainant then transferred back to the fixed-rate contract until the Complainant switched to another supplier on March 16, 2014.

Champion admits that it failed to issue the required contract expiration notices. For the period August 2013 to January 2014, Champion agreed to refund the incremental costs that resulted from being billed at a variable rate instead of the fixed contract rate. Champion applied the refund of \$1,353.06 to the Complainant's account on April 14, 2014. Champion alleges that it also issued corrected invoices. Champion has agreed to issue a refund check to the Complainant.

- (5) In its motion to dismiss, Champion argues that the complaint is moot because Champion has already refunded the full amount that the Complainant claims that it was overcharged. In addition, Champion has adjusted the Complainant's invoices.
- (6) If the Complainant agrees that the complaint has been settled, the Complainant should notify the Commission, in writing, by August 6, 2014, so that this proceeding may be terminated and the complaint dismissed.
- (7) If the Complainant does not agree that this matter has been settled, the attorney examiner shall schedule this matter for a settlement conference. The purpose of the conference will be to explore the parties' willingness to negotiate a resolution of this complaint in lieu of an evidentiary hearing. In accordance with Ohio Adm.Code 4901-1-26, any statement made in an attempt to settle this matter without the need for an evidentiary hearing will not generally be admissible in future proceedings in this case or be admissible to prove liability or invalidity of a claim. Nothing prohibits any party from initiating settlement negotiations prior to the scheduled settlement conference. An attorney examiner with the Commission's Legal Department will facilitate the settlement process.

- (8) Accordingly, a settlement conference shall be scheduled for August 20, 2014, at 10:00 a.m., in Room 1246, at the offices of the Commission, 12th Floor, 180 East Broad Street, Columbus, Ohio 43215. If a settlement is not reached at the conference, the attorney examiner may conduct a discussion of procedural issues. Procedural issues for discussion may include discovery dates, possible stipulations of facts, and potential hearing dates.
- (9) Pursuant to Ohio Adm.Code 4901-1-26(F), the representatives of AEP-Ohio and Champion shall investigate the issues raised in the complaint prior to the settlement conference, and all parties participating in the conference shall be prepared to discuss settlement of the issues raised and shall have the requisite authority to settle those issues. In addition, parties participating in the settlement conference should have with them all documents relevant to this matter.
- (10) As is the case in all Commission complaint proceedings, the Complainant has the burden of proving the allegations of the complaint. *Grossman v. Public. Util. Comm.*, 5 Ohio St.2d 189, 214 N.E.2d 666 (1966).

It is, therefore,

ORDERED, That the Complainant notify the Commission, in writing, by August 6, 2014, if the complaint has been settled. It is, further,

ORDERED, That, if the complaint has not been settled, a settlement conference be held on August 20, 2014, at 10:00 a.m. in Room 1246 in the offices of the Commission, 12th Floor, 180 East Broad Street, Columbus, Ohio 43215. It is, further,

ORDERED, That a copy of this Entry be served upon all parties and interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

s/ L. Douglas Jennings

By: L. Douglas Jennings
Attorney Examiner

jrj/vrm

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in

Case No(s). 14-0556-EL-CSS

Summary: Attorney Examiner Entry scheduling August 20, 2014, prehearing conference; electronically filed by Vesta R Miller on behalf of L. Douglas Jennings, Attorney Examiner, Public Utilities Commission of Ohio