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Patricia Garrison, Attorney-in-Fact for)	
Dorothy Greene)	
1038 Stump Road)	
New Franklin, Ohio 44319)	
)	
Complainant,)	Case No. 18-1301-EL-CSS
)	
v.)	
)	
Interstate Gas Supply, Inc.)	
d/b/a IGS Energy)	
6100 Emerald Parkway)	
Dublin, Ohio 43016)	
)	
Respondent.)	

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Attorneys for Respondent

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

)	
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Dorothy Greene)	
1038 Stump Road)	
New Franklin, Ohio 44319)	
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Complainant,)	Case No. 18-1301-EL-CSS
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Dublin, Ohio 43016)	
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Respondent.)	

ANSWER OF INTERSTATE GAS SUPPLY, INC.

For its Answer to the Complaint of Patricia Garrison (“Complainant”), the alleged attorney-in-fact for Dorothy Greene, Respondent Interstate Gas Supply, Inc. (“IGS” or “Company”) states as follows:

1. IGS lacks knowledge to admit or deny the truth of the allegations that Complainant is lawfully authorized under R.C. 1337 to act as the attorney-in-fact for Dorothy Greene, and, therefore, denies such allegations. Further answering, IGS admits that Complainant filed the Complaint as Ms. Greene’s purported attorney-in-fact, but denies Complainant has the authority to represent Ms. Greene because she is not the account holder for electric services at the property located at 1038 Stump Road, New Franklin, Ohio 44319 (the “Property”).

2. IGS admits that the Complaint relates to the provision of competitive retail electric services at the Property.
3. IGS admits that, on July 11, 2018, one of its door-to-door employee Home Energy Consultants (“HEC”) approached the Property and eventually enrolled Dorothy Greene with IGS’ retail electric services.
4. IGS denies the allegations set forth in the Complaint that the enrollment was improper or violated the provisions of OAC 4901:1-21.
5. IGS admits that Andrew Kaufman, its HEC Market Manager for the region, attempted to contact Dorothy Greene by phone to discuss her concerns in more detail, but lacks knowledge to admit or deny that Mr. Kaufman left a message on Ms. Greene’s answering machine on July 13, 2018, and, therefore denies the allegation.
6. IGS denies the allegations set forth in the Complaint that imply the Company contacted Ms. Greene by phone and misrepresented itself as First Energy.
7. IGS lacks knowledge to admit or deny the truth of the remaining allegations in the Complaint, and, therefore, denies such allegations.

AFFIRMATIVE DEFENSES

8. The Complaint fails to state a claim against IGS upon which relief may be granted.
9. The Complaint does not assert any allegations of fact that would give rise to a cognizable claim against IGS.
10. IGS asserts as an affirmative defense that Complainant lacks standing because Complainant is not the account holder for electric services at the Property, and therefore does not have the authority to assert a claim in this proceeding.

11. IGS asserts as an affirmative defense that pursuant to OAC 4901-9-01(B), Complainant has failed to “set forth a statement which clearly explains the facts” since the allegations omit numerous details necessary to answer them.

12. IGS asserts as an affirmative defense that pursuant to R.C. 4905.26 and OAC 4901-9-01(C)(3), Complainant has failed to set forth reasonable grounds for the Complaint.

13. IGS asserts as an affirmative defense that at all times relevant to Complainant’s claims, the Company acted in conformance with OAC 4901:1-21 as well as all other applicable rules, regulations, and orders of the Public Utilities Commission of Ohio.

14. IGS asserts as an affirmative defense that at all times relevant to Complainant’s claims, the Company obtained a valid customer signature for consent to enrollment pursuant to OAC 4901:1-21(D)(1)(A). Further answering, IGS’ global positioning software verifies that Ms. Greene executed the enrollment documents at the Property via electronic signature on July 11, 2018 at approximately 10:58 a.m. IGS provided Ms. Greene with a copy of the signed contract via email immediately upon obtaining her electronic signature.

15. IGS asserts as an affirmative defense that at all times relevant to Complainant’s claims, the Company acted in conformance with the enrollment verification requirements set forth in Case Nos. 14-1740-EL-WVR, et al.¹ IGS obtained verification of Ms. Greene’s consent to, and acknowledgement of, the specific customer verification statements set forth in OAC 4901:1-21-06(D)(1)(h) and 4901:1-21-06(D)(2)(a) via a completed electronic enrollment verification form that also contains her electronic signature.

¹ In Case Nos. 14-1740-EL-WVR, et al., the Commission granted IGS a waiver of the third-party verification requirements set forth in OAC 4901:1-21-06(D)(1)(h) and 4901:1-29-06(D)(6)(b) for transactions that take place using the HEC enrollment process. In its order, the Commission authorized IGS to obtain electronic verification of the customer’s consent to the terms and conditions enumerated in OAC 4901:1-21-06(D)(1)(h) and 4901:1-29-06(D)(6)(b) in lieu of the traditional third-party verification requirement.

16. IGS asserts as an affirmative defense that Ms. Greene did not suffer any injury since her enrollment was rescinded well-within the seven calendar day statutory rescission period; therefore, Ms. Greene never received service from IGS. Further answering, IGS asserts that because Ms. Greene rescinded her enrollment in a timely manner she should not have been assessed an early termination fee, if any, from her previous supplier.

17. IGS asserts as an affirmative defense that pursuant to OAC 4901-9-01(B), Complainant has not stated any request for relief, including relief which may be granted by this Commission.

18. IGS reserves the right to raise additional affirmative defenses or to withdraw any of the foregoing affirmative defenses as may become necessary during the investigation and discovery of this matter.

CONCLUSION

WHEREFORE, having fully answered, Interstate Gas Supply, Inc. respectfully moves this Commission to dismiss the Complaint of Patricia Garrison for lack of standing and failure to set forth reasonable grounds for the Complaint; and to deny Complainant's requests for relief, if any.

Respectfully submitted,

/s/ Michael A. Nugent

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Interstate Gas Supply, Inc.

IGS Energy

Regulatory Counsel

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Dublin, Ohio 43016

(614) 659-5065

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer has been served upon the following persons, via regular U.S. mail, postage prepaid, this 5th day of September, 2018.

/s/ Michael A. Nugent

Michael A. Nugent
Attorney for Respondent
Interstate Gas Supply, Inc.

SERVICE LIST

Dorothy Greene
1038 Stump Road
New Franklin, OH 44319

Patricia Garrison
849 Highway 2
Blue Ridge, GA 30513

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Case No(s). 18-1301-EL-CSS

Summary: Answer Answer of Interstate Gas Supply, Inc. to the complaint of Patricia Garrison electronically filed by Mr. Michael A Nugent on behalf of Interstate Gas Supply, Inc.