

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of Great American Power, : Case No. 19-1278-6E-UNC
LLC :

JOINT STIPULATION AND RECOMMENDATION

This Joint Stipulation and Recommendation (“Stipulation”) sets forth the understanding of Great American Power (“GAP”) and the Staff of the Public Utilities Commission of Ohio (“Staff”), each of whom is a “Signatory Party” and together constitute the “Signatory Parties.” The Signatory Parties recommend that the Public Utilities Commission of Ohio (“Commission”) approve and adopt this Stipulation, which will resolve all of the issues identified by the Staff in its Notice of Probable Non-Compliance dated October 25, 2018 (“Notice Letter”).

Staff and GAP have engaged in settlement discussions in an effort to reach a mutually acceptable resolution that would address the concerns raised by Staff’s Notice Letter. As a result of those negotiations, Staff and GAP hereby enter into this Stipulation. The Stipulation is not an admission or finding of liability, and is entered into without prejudice to the positions the parties may have taken in the absence of the Stipulation, or

may take in the event the Commission does not approve this Stipulation. The Stipulation resolves all of the issues raised in the Staff's Notice Letter.

Ohio Adm. Code 4901-1-30 provides that two or more parties to a Commission proceeding may enter into a written stipulation concerning the issues presented in the proceeding.¹ Pursuant to said rule, the Signatory Parties hereby stipulate, agree, and recommend that the Commission adopt and approve this Stipulation.

Although the Signatory Parties recognize that this Stipulation is not binding upon the Commission, the Signatory Parties respectfully submit that the Stipulation is supported by the record, and that it represents a just and reasonable resolution of the issues involved, violates no regulatory principle or precedent, and is in the public interest. The Signatory Parties represent that the Stipulation is the product of serious negotiations among knowledgeable parties, and that the Stipulation represents a compromise involving a balancing of those interests, and does not necessarily reflect the position that any one of the Signatory Parties would have adopted if this matter had been fully litigated. The primary objective of this Stipulation is to avoid, to the extent possible, the potential for future customer complaints resulting from marketing, solicitation, and customer enrollment practices by GAP to customers.

In joining in this Stipulation, the Signatory Parties recognize that it is not in the public interest to subject the Signatory Parties and the Commission to the burdens

¹ Pursuant to Ohio Adm. Code 4901-1-10(C), the Staff is considered a party for purposes of Ohio Adm. Code 4901-1-30.

associated with litigating the issues raised in the Staff's Notice Letter when a reasonable and acceptable outcome can be achieved through settlement negotiations. The Signatory Parties agree that this Stipulation shall not be relied upon as precedent for or against any party to this proceeding in any subsequent proceeding, except as may be necessary to enforce the terms of this Stipulation or as part of the company's history of violations in determining the appropriate forfeiture or corrective action for any future violations.

The Signatory Parties believe that the Stipulation represents a reasonable compromise of varying interests. The Stipulation is expressly conditioned upon adoption in its entirety by the Commission without material modification by the Commission. Should the Commission reject or materially modify all or any part of this Stipulation, each Signatory Party shall have the right, within thirty (30) days of the Commission's order, to file an application for rehearing. Upon the Commission's issuance of an entry on rehearing that does not adopt the Stipulation in its entirety, without material modification, any Signatory Party may terminate and withdraw from the Stipulation by filing a notice with the Commission within thirty (30) days of the Commission's entry on rehearing. No Party shall oppose the termination and withdrawal from the Stipulation by any other Signatory Party.² Upon notice of termination or withdrawal by any Signatory Party pursuant to the above provisions, the Stipulation shall immediately become null and void. In such event, this matter shall proceed to hearing, and the Signatory Parties shall be

² The Parties recognize and agree that the determination of what constitutes a material modification is within the sole discretion of the Party exercising its right to file an application for rehearing and/or its right to terminate and withdraw from the Stipulation pursuant to this paragraph.

afforded the full opportunity to file and present testimony and evidence through witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to brief all issues, which shall be decided based upon the record and briefs as if this Stipulation had never been executed.

The Signatory Parties fully support this Stipulation and urge the Commission to accept and approve the terms found below.

WHEREAS, GAP is an electric services company as defined in R.C. 4928.01 and a retail natural gas supplier as defined in R.C.4929.01 and is subject to the jurisdiction of this Commission pursuant to R.C. 4928.16 and 4929.24.

WHEREAS, on October 25, 2018, Staff issued the Notice Letter to GAP regarding several issues identified therein, which is attached hereto as Exhibit A;

WHEREAS, GAP and Staff negotiated on several occasions to address the issues raised in Staff's Notice Letter and have reached a resolution of all issues;

NOW, THEREFORE, in consideration of the terms and mutual promises set forth herein, the Signatory Parties hereby agree, as follows:

1. GAP has remedied the issues identified in the Notice Letter regarding Ohio Adm. Code 4901:1-21-08 and 4901:1-29-08 and GAP and will continue to ensure compliance with these code provisions for future complaints.

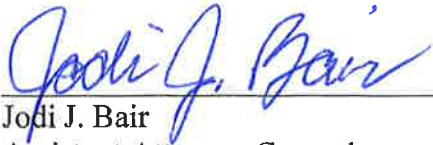
2. GAP has notified staff and provided documentation that it has completed each of the corrective action items in the Notice Letter.
 3. GAP will continually review its third party verification scripts used to enroll customers and will ensure its compliance with Ohio Adm.Code 4901:1-21-06 and 4901:1-29-06.
 4. GAP has presented to Staff the compliance plan it will follow to ensure oversight of its door to door vendor and its agents.
3. GAP agrees to a forfeiture of \$35,000 upon approval of this stipulation by the Commission. GAP agrees to submit payment, by certified check or money order (including the PUCO case number) made payable to "Treasurer, State of Ohio," to:

Public Utilities Commission of Ohio
Attention: Fiscal Division
180 E. Broad Street
Columbus, OH 43215-3793

The payment shall be paid within 30 days of the entry approving this Stipulation and shall note the docket number assigned to this matter.

WHEREFORE, the Signatory Parties agree and recommend this 31st day of May 2019 that the Commission find that the Stipulation represents a reasonable resolution of this matter, and that the Stipulation should be adopted and approved.

**On behalf of the Staff
The Public Utilities Commission of
Ohio:**



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Summary: Stipulation Joint Stipulation and Recommendation electronically filed by Ms. Yvette L Yip on behalf of the Public Utilities Commission of Ohio