

THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE COMPLAINT OF
LARS ST. JOHN,

COMPLAINANT,

v.

CASE NO. 18-1899-EL-CSS

THE CLEVELAND ELECTRIC ILLUMINATING
COMPANY,

RESPONDENT.

FINDING AND ORDER

Entered in the Journal on May 6, 2020

I. SUMMARY

{¶ 1} The Commission finds that the Complainant failed to sustain his burden to substantiate the issue raised in the complaint or the issues against The Cleveland Electric Illuminating Company are barred and, therefore, the complaint is dismissed. Accordingly, Complainant's request for damages is moot.

II. PROCEDURAL HISTORY

{¶ 2} Pursuant to R.C. 4905.26, the Commission has authority to consider written complaints filed against a public utility by any person or corporation regarding any rate, service, regulation, or practice relating to any service furnished by the public utility that is in any respect unjust, unreasonable, insufficient, or unjustly discriminatory.

{¶ 3} Respondent, The Cleveland Electric Illuminating Company (CEI or Company), is a public utility, as defined in R.C. 4905.02, and, as such, is subject to the jurisdiction of this Commission.

{¶ 4} On December 24, 2018, Lars St. John (Complainant) filed a complaint against CEI alleging CEI failed to properly apply his Home Energy Assistance Program (HEAP) credit to his CEI account. In the complaint, Mr. St. John also notes that his February 2018 bill includes a credit of \$42.27, an Emergency HEAP (E-HEAP) credit of \$120.58, and the

refund of his \$59.00 security deposit. Complainant alleges the refund of his security deposit is the result of a prior complaint against the Company. *In re the Complaint of Lars St. John v. The Cleveland Elec. Illum. Co.*, Case No. 18-123-EL-CSS (*St. John v. CEI I*). Mr. St. John requests that CEI refund his HEAP credit.

{¶ 5} On January 14, 2019, CEI filed its answer to the complaint. In its answer, CEI states, among other things, that the HEAP credit of \$43.00 appears on Complainant's bill dated February 28, 2018 and was applied to Complainant's arrearage. CEI admits that Complainant's bill issued February 1, 2018 shows an HS deferred invoicing credit of \$42.27, an E-HEAP credit of \$120.58, a security deposit refund of \$59.00, and a Percentage of Income Payment Plan- Plus (PIPP) installment payment of \$10.00. By way of explanation, CEI states the HS deferred invoicing credit was offset by \$42.27 in current charges due to a PIPP make-up obligation. The PIPP make-up charge carried forward into Complainant's total current charges on the bill issued February 28, 2018 as the balance at billing. CEI denies that Complainant was refunded \$59.00 as a result of *St. John v. CEI I*. CEI notes, as explained in CEI's motion to dismiss in *St. John v. CEI I*, CEI refunded the security deposit assessed to Complainant's account due to Complainant's successful enrollment in the PIPP program. CEI denies that it "fraudulently added" a \$59.00 security deposit to Complainant's account. Otherwise, CEI denies the allegations set forth in the complaint and lists several affirmative defenses.

{¶ 6} To afford the parties an opportunity to settle the complaint, a conference was held on February 27, 2019. At the conference, Mr. St. John indicated that he also disputes CEI's assessment of a PIPP make-up charge, in the amount of \$42.27, to re-enroll in PIPP. At the direction of the attorney examiner mediating the settlement conference, CEI was directed to supplement its answer in light of Mr. St. John's additional claim raised at the settlement conference.

{¶ 7} On March 6, 2019, CEI filed a supplement to its answer. CEI asserts that the PIPP make-up charge was calculated and assessed to Complainant's account consistent with

the requirements of Ohio Adm.Code 122:5-2-02(H)(1)(d), in effect at the time of Mr. St. John's reenrollment on the electric PIPP program.¹

{¶ 8} Subsequently, Mr. St. John informed the mediating attorney examiner that he did not agree with CEI's assessment and explanation provided in the supplement to its answer and, therefore, the Complainant wished to proceed to a hearing.

{¶ 9} By Entry issued March 25, 2019, the hearing in this case was scheduled for May 7, 2019, at the offices of the Commission.

{¶ 10} On March 26, 2019, CEI filed a motion to continue the hearing to May 9, 2019, and a request for expedited ruling. By Entry issued April 2, 2019, the hearing was rescheduled, with the agreement of Mr. St. John, to be held on May 9, 2019, at 10:00 a.m., at the offices of the Commission.

{¶ 11} On May 2, 2019, CEI filed the Corrected Testimony of Princess Davis.

{¶ 12} On May 3, 2019, Complainant filed a Brief in Support.

{¶ 13} The hearing was called, as scheduled on May 9, 2019; however, the Complainant failed to appear for the hearing or to timely inform the attorney examiner that he would not be able to appear for the hearing (Tr. at 3-4).

{¶ 14} On May 29, 2019, CEI filed an amendment to correct the Corrected Direct Testimony of Princess Davis as filed on May 2, 2019.

{¶ 15} On June 24, 2019, Complainant filed a Response to the Testimony of Princess Davis.

{¶ 16} On July 3, 2019, Complainant and CEI filed a joint motion to waive the hearing and to request that the Commission make a decision based on the information already filed

¹ Although the Company initially included this rule reference in many of its earlier filings, CEI later amended its reference and cited to the correct rule, Ohio Adm.Code 122:5-3-02(H)(1)(d).

in the docket. The Commission finds, under the circumstances of this case, the joint motion to waive the hearing to be reasonable and that the record, as amended by the Commission, includes sufficient information for the Commission to reach a decision. Accordingly, the parties' joint motion should be granted.

{¶ 17} As is the case in all Commission complaint proceedings, the complainant, Mr. St. John, 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 (1996). Therefore, it is Complainant's responsibility to present evidence in support of his complaint.

{¶ 18} As agreed by the parties, each of the documents filed in the docket shall be admitted into the record:

Date Filed	Document	Exhibit
Dec. 24, 2018	Complaint	Complainant Ex. 1 including excerpts of CEI bill issued February 1, 2018 (Att. 1); and February 28, 2018 (Att. 2).
Jan. 14, 2019	CEI Answer	Co. Ex. 1
March 6, 2019	Amended CEI Answer	Co. Ex. 2 including the affidavit of Princess Davis (Att. A)
May 2, 2019	Corrected Direct Testimony of Princess Davis	Co. Ex. 3
May 3, 2019	Complainant Brief in Support of Complaint	Complainant Ex. 2 including Ohio Adm.Code 122:5-2-02 effective September 2, 2016 (Att. A); excerpts of CEI bill issued June 6, 2014 (Att. B); and excerpts of CEI bill issued June 30, 2015 (Att. C) ²

² Also attached to Complainant Ex. 2 and identified as Ex. D, is the first page of CEI's amended answer filed on March 6, 2019, which has been admitted into the record as Co. Ex. 2.

May 29, 2019	Errata to Corrected Direct Testimony of Princess Davis	Co. Ex. 4
June 24, 2019	Complainant's Response to the Direct Testimony of Princess Davis.	Complainant Ex. 3

III. DISCUSSION

A. *Complainant's Position*

{¶ 19} Mr. St. John states that he first applied for and was subsequently enrolled in PIPP during the winter of 2013-2014, with a PIPP installment payment due of \$10.00 per month. The Complainant declares that he moved to a new residence on or about July 2014 and in August or September 2014 transferred his electric service to the new residence, including his enrollment in the PIPP program. Mr. St. John declares that he cancelled his enrollment in PIPP in July 2015, as a result of securing full-time employment (Complainant Ex. 2 at 1-2, Att. B, Att. C; Complainant Ex. 3 at 1-2).

{¶ 20} Further, Mr. St. John argues that in December 2017 he received an Emergency HEAP (E-HEAP) credit and also subsequently received a HEAP credit.³ Mr. St. John notes that his bill issued February 1, 2018 reflects his PIPP installment payment, the E-HEAP credit, and the refund of his security deposit of \$59.00. Mr. St. John asserts the refund of his security deposit is the result of his prior complaint, *St. John v. CEI I*. However, Complainant submits that his HEAP credit of \$43.00, which Complainant asserts should have been applied to his account balance, was, as Mr. St. John was informed by CEI, applied to his account arrearage. (Complainant Ex. 1, Att. 1; Complainant Ex. 3.)

³ E-HEAP assist low-income energy customers to avoid the impending disconnection of the customer's utility service. HEAP provides low-income Ohioans with a one-time energy assistance credit during the winter heating season to assist the household with the energy bill.

{¶ 21} Complainant also disputes CEI's assessment of a PIPP make-up charge, which first appeared on his bill issued February 1, 2018, as a miscellaneous charge in the amount of \$42.27, on his account to re-enroll in PIPP Plus (Complainant Ex. 1 at Att. 1, Att. 2; Complainant Ex. 2 at 1-3; Complainant Ex. 3).

{¶ 22} In Complainant's response filed May 3, 2019, Mr. St. John requested a refund of \$53.00. Complainant argues that his PIPP installment payment due was \$10.00 while he was enrolled on PIPP Plus and the \$53.00 PIPP installment payment amount never existed. Further, Complainant claims that if his PIPP installment had been \$53.00, as CEI asserts, his service would have received a disconnection notice and his service would have been disconnected. Complainant contends after he unenrolled in PIPP, CEI fraudulently charged his account a \$53.00 PIPP charge. (Complainant Ex. 2 at 2, Att. C.)

{¶ 23} In conclusion, Complainant requests the refund of his \$43.00 HEAP credit, the PIPP make-up charge of \$42.27, and the \$53.00 PIPP charge. Mr. St. John also request \$1,500 in punitive and compensatory damages for pain, suffering and emotional distress caused by CEI. (Complainant Ex. 1 at 1; Complainant Ex. 2 at 3.)

B. CEI's Position

1. HEAP CREDIT

{¶ 24} CEI states Mr. St. John's HEAP credit of \$43.00 was received by the Company on February 7, 2018 and, as the Complainant represents, the HEAP credit was applied to the outstanding arrearages on Mr. St. John's account. The HEAP credit appears on the CEI bill issued on February 28, 2018 as reflected in the actual account balance section of the bill. (Co. Ex. 1 at 2; Co. Ex. 3 at 3-4, 5; Complainant Ex. 1, Att. 2.)

2. PIPP MAKE-UP CHARGE

{¶ 25} CEI states, consistent with the requirements of Ohio Adm.Code 122:5-3-02(H)(1)(d), CEI billed Mr. St. John a PIPP make-up charge when he reenrolled in the PIPP

program. CEI determined that Mr. St. John voluntarily left the PIPP program in July 2015 and at that time his monthly PIPP obligation was \$53.00 and his account had a past due PIPP obligation due of \$20.00. CEI calculated the PIPP make-up charge to be the number of months the Complainant was unenrolled in the program, up to a maximum of 24 months, which equals \$1,272.00 (24 months x \$53.00 = \$1,272) which was added to the past due PIPP obligation of \$73.00 for a total of \$1,345.00. CEI then deducted the customer payments and assistance received and credited to CEI's portion of Complainant's electric service bill during the period when Complainant was not enrolled on PIPP which totaled \$1,137.98. (\$1,345.00 - \$1,137.98 = \$207.02). CEI, therefore, interpreted Ohio Adm.Code 122:5-3-02(H)(1)(d) to require the Complainant to pay the lesser of: (a) \$207.02; or (b) the outstanding charges on the account at the time Complainant reenrolled on PIPP. CEI submits, at the time Mr. St. John reenrolled on PIPP, the outstanding balance on his account was \$52.27. Given that the outstanding charges on Complainant's account at the time of reenrollment is less than the calculated PIPP make-up charge, CEI concluded that Mr. St. John's PIPP make-up charge due was \$52.27. CEI further states that after Mr. St. John was reenrolled on PIPP and before the next bill was issued, Mr. St. John made a \$10.00 PIPP installment payment on his account which ultimately reduced the PIPP make-up charge on his bill to \$42.27. On that basis, CEI argues that the PIPP make-up charge assessed to Mr. St. John's account was in accordance with the relevant provisions of the Ohio Administrative Code. (Co. Ex. 2 at 1-2, Ex. A; Co. Ex. 3 at 2, 3, 4-6; Co. Ex. 4; Complainant Ex. 1, Att. 1, Att. 2.)

{¶ 26} As to Mr. St. John's reenrollment in PIPP, Ohio Adm.Code 122:5-3-02(H)(1)(d) provides, in relevant part, that:

A PIPP Plus customer who is income eligible, voluntarily leaves PIPP Plus, and then re-enrolls in PIPP Plus after twelve months and has no accrued arrearage, is required to pay his/her first PIPP Plus payment upon re-enrollment. If the customer re-enrolls in PIPP Plus after twelve months and has an accrued arrearage, the customer is required to pay the missed PIPP Plus payments for the number of months that he/she was not enrolled in

PIPP Plus, less any payments made by the customer up to the amount of the customer's arrearages, in addition to his/her first PIPP Plus payment.

Ohio Adm.Code 122:5-3-02(H)(1)(d) (emphasis added).

3. \$53.00 PIPP PLUS AMOUNT

{¶ 27} CEI submits that the HEAP credit of \$43.00 and the Complainant's PIPP installment payment of \$10.00 total \$53.00, which is reflected in the total payments/adjustment section and credited in the actual account section of the bill issued February 28, 2018. In addition, according to CEI, in July 2015, when Complainant voluntarily unenrolled from the PIPP program, his monthly PIPP installment obligation was \$53.00. (Co. Ex. 2 at 2; Co. Ex. 3 at 4-5; Complainant Ex. 1, Att. 2.)

IV. COMMISSION CONCLUSION

A. *Request for Refund and Proper Proceeding to Raise Claims*

{¶ 28} First, in regard to the Complainant's request for a refund of a \$53.00 charge, the Commission notes two such amounts appear on the bills admitted into the record in this case: the bill issued February 28, 2018 and the bill issued June 30, 2015. The Commission also notes that the Complainant first raised this allegation in his May 3, 2019 response to the testimony of CEI witness Davis, to which he attached a bill issued June 30, 2015. Referring to the actual account balance section of the bill issued February 28, 2018, we find the bill reflects the HEAP credit of \$43.00 and a \$10.00 PIPP installment payment for a total \$53.00, which was deducted from the amount due on the Complainant's account. This is not a charge applied to Complainant's account but reflects a deduction of amounts paid on the account, as reflected in the payments/adjustment section of the bill, and, accordingly, correctly applied to Complainant's account. (Complainant Ex. 1, Att. 2; Complainant Ex. 2 at 2, Att. C; Co Ex. 2.)

{¶ 29} The Commission acknowledges that a \$53.00 PIPP Plus charge appears on the June 30, 2015 bill offered into the record. Mr. St. John alleges that the \$53.00 PIPP installment

due was an error and the error “was corrected the day Complainant applied.” The Commission must presume that Complainant means when he applied for HEAP or PIPP or, in other words, reverified his income with the community action agency to continue participation in PIPP. Pursuant to Ohio Adm.Code 122:5-3-03(C), electric PIPP participants are required to periodically reverify their eligibility to continue participation in the program, including verification of any change in the household income or household size. We note that based on the bill issued June 6, 2014, it appears that Complainant’s PIPP installment payment is \$10.00 but that bill is more than a year prior to the bill on which the \$53.00 PIPP charge appears. Mr. St. John admits that on or about July 2015 he secured employment which may explain the significant increase in his monthly PIPP installment payment due. However, other than submit the bill issued June 30, 2015, the Complainant has not offered any corroborating evidence into the record to support his claims that the \$53.00 PIPP installment payment due is incorrect, unreasonable or unlawful. For that reason, the Commission finds that Mr. St. John has failed to sustain his burden of proof that his account was incorrectly, unreasonably or unlawfully charged \$53.00 and that such amount should be refunded. Accordingly, the Commission concludes this aspect of the complaint should be dismissed. (Complainant Ex. 2, at 2, Att. B, Att. C; Complainant Ex. 3 at 2.)

{¶ 30} Next, to address the Complainant’s two remaining claims, the application of the HEAP credit and the PIPP make-up charge. The Commission notes, as the Complainant acknowledges, he previously filed a complaint against CEI which was docketed by the Commission as Case No. 18-123-EL-CSS. The Commission sua sponte takes administrative notice of all filings in the prior complaint of Mr. St. John against CEI, *St. John v. CEI I*. As background, the Commission notes that Mr. St. John filed his complaint in *St. John v. CEI I* on January 22, 2018. In *St. John v. CEI I*, the Complainant alleged that CEI unfairly added a security deposit charge to his bill and requested that the charge be removed from his account. A telephonic settlement conference was held in *St. John v. CEI I* on March 29, 2018. On May 11, 2018, CEI filed a motion to dismiss *St. John v. CEI I* pursuant to Ohio Adm.Code 4901-9-01(F). CEI represented that *St. John v. CEI I* had been satisfied. More specifically,

CEI declared that the Complainant's security deposit, which was the sole subject of the complaint, had been refunded to Mr. St. John and applied against the outstanding balance on his CEI account. CEI stated that the actions by the Company were due to Complainant's recent successful enrollment in PIPP and, therefore, the complaint had been resolved. On that basis, CEI requested that *St. John v. CEI I* should be dismissed as satisfied. Ohio Adm.Code 4901-9-01(F) provides that if the public utility complained against files a motion which asserts that the complaint has been satisfied and no response is filed within 20 days, the Commission may presume that satisfaction has occurred and dismiss the complaint. Mr. St. John did not file a response to CEI's motion. Accordingly, on July 11, 2018, the Commission granted CEI's motion to dismiss *St. John v. CEI I*.

{¶ 31} In the complaint at bar, the Commission notes that the Complainant applied for HEAP, likely also contemporaneously for PIPP, in December 2017. The HEAP credit appeared on Complainant's bill issued on February 28, 2018. The PIPP make-up charge at issue in the pending complaint appeared on Complainant's bill issued on February 1, 2018. The Commission notes that the HEAP credit and PIPP make-up charge at issue in the pending complaint appeared on bills issued at least one month prior to the settlement conference held in *St. John v. CEI I* and more than three months prior to the May 11, 2018 motion to dismiss filed by CEI. (Complainant Ex. 1, Att.1, Att. 2).

{¶ 32} The Ohio Supreme Court has held that it has long been the law of Ohio that an existing final judgment or decree between the parties to litigation is conclusive as to all claims, which were or might have been litigated in a first lawsuit. *Grava v. Parkman Twp.*, 73 Ohio St.3d 379,382, 653 N.E.2d 226 (1995) (quoting *Rogers v. Whitehall*, 25 Ohio St.3d 67, 69, 494 N.E.2d 1387,1388 (1986)). Accordingly, the Commission finds that, as to Complainant's claims regarding the application of the HEAP credit and the PIPP make-up charge raised in the pending complaint, such matters should have been raised as part of *St. John v. CEI I* and are barred. Therefore, the two allegations of the complaint are dismissed.

{¶ 33} Nonetheless, even if the Commission were to consider the merits of Complainant's claims, the Commission would conclude that CEI properly applied the HEAP credit to Complainant's account and ultimately finds that CEI appropriately charged the Complainant's account a PIPP make-up charge.

B. HEAP Credit

{¶ 34} Mr. St. John reasons his HEAP credit should have been applied against his current account charges. The Commission notes that Ohio Adm.Code 122:5-3-04(B)(3) specifically provides that money other than HEAP, emergency HEAP, or money provided on a monthly basis by a public or private agency for the purpose of paying utility bills shall first be applied to the customer's default current monthly payment obligation (this could be PIPP Plus default, graduate PIPP Plus default, or extended payment plan default) if any, then applied to the customers current monthly income-based payment obligation (this could be PIPP Plus installment, graduate PIPP plus installment, or extended payment plan obligation), and lastly shall be applied to the customer's arrearages. This provision makes it clear that the HEAP credit, as opposed to other monies, is not to be applied to Mr. St John's account, as he expected.

{¶ 35} Further, while the electric PIPP rules at Ohio Adm.Code Chapter 122:5-3 do not expressly direct that HEAP funds be applied to the customer's arrearage, we recognize the policy of the electric and gas PIPP programs as set forth in the Energy Assistance Resource Guide (Guide) prepared by the Commission.

{¶ 36} Each year the Commission prepares the Guide to assist utility company customer service representatives and community action agency personnel who work with low-income energy customers to determine eligibility for various energy assistance and programs, including PIPP, and Commission orders. The Guide issued for the 2017-2018 heating season specifically stated that regular HEAP payments are not to be applied as a PIPP installment. Further, the Guide provided that regular HEAP payments are applied to the arrearages on the primary heating account, if any, and if there is no arrearage owed by

the customer, the regular HEAP payment will be applied as a credit balance on the account. *Energy Assistance Resource Guide 2017 - 2018* at 21. We note that this is consistent with the Commission's provisions for the gas PIPP program as set forth in Ohio Adm.Code 4901:1-18-13 and the Commission's decision on this issue in its rulemaking for the gas PIPP program. *In the Matter of the Commission's Review of Chapters 4901:1-17 and 4901:1-18, and Rules 4901:1-5-07, 4901:1-10-22, 4901:1-13-11, 4901:1-15-17, 4901:1-21-14, and 4901:1-29-12 of the Ohio Administrative Code*, Case No. 08-723-AU-ORD, Finding and Order (Dec. 17, 2008) at 56. Accordingly, the Commission concludes that CEI correctly applied Mr. St. John's HEAP credit to the outstanding arrearages on his account.

C. PIPP Make-up Charge

{¶ 37} Further, even if the Commission were to consider the merits of the Complainant's claims as to the PIPP make-up charge, the Commission would ultimately conclude the application of the charge and the amount of the charge was in accordance with the applicable provisions of the Ohio Administrative Code. The record evidence reveals that prior to July 2015, Mr. St. John was enrolled in PIPP. Mr. St. John asserts that in July 2015, he secured employment and was no longer income eligible for the PIPP program. However, there is no record evidence which corroborates Mr. St. John's claim regarding his continued eligibility or ineligibility for PIPP on or about July 2015. Whether Mr. St. John was determined income ineligible by PIPP program administrators or voluntarily terminated his participation in the program is key. We note that as of July 2015, Complainant's monthly PIPP installment payment was, according to CEI, \$53.00 but Mr. St. John claims it was \$10.00. Further, in July 2015, it appears that the Complainant's actual account balance was \$335.87. Mr. St. John continued to have an active residential electric account with CEI after he was no longer participating in PIPP. Mr. St. John, and CEI, state that in December 2017, Mr. St. John successfully reenrolled in PIPP, approximately 29 months after his participation in PIPP ended. Mr. St. John applied for HEAP and was reenrolled in PIPP program in December 2017. After Mr. St. John reenrolled in PIPP, CEI charged Mr. St. John's account a PIPP make-up charge pursuant to the requirements of Ohio

Adm.Code 122:5-3-02(H)(1)(d). Ohio Adm.Code 122:5-3-02(H)(1)(d) provides that a PIPP customer who is income eligible, voluntarily leaves PIPP, and then re-enrolls in PIPP after twelve months, with an accrued arrearage, seeks reenrollment, the customer is required to pay the missed PIPP payments for the number of months that he/she was not enrolled in PIPP, less any payments made by the customer up to the amount of the customer's arrearages, in addition to his/her first PIPP payment. (Complainant Ex. 1, Att. 1 and Att. 2; Complainant Ex. 2 at 2-3, Att. C; Complainant Ex. 3 at 2; *St. John v. CEI I*, Reinhart Affidavit at ¶5, ¶13, Ex. C.)

{¶ 38} The Commission notes that a PIPP participant is required to reverify his eligibility to participate in the PIPP program within 30 days of a change in income or a change in household size. Ohio Adm.Code 122:5-3-03(C)(1). While Mr. St. John asserts that he was income ineligible, Mr. St. John did not submit any records to substantiate this aspect of his complaint. As such, the Commission concludes that Mr. St. John voluntarily terminated his participation in the PIPP program in July 2015 and was appropriately subject to the PIPP make-up charge upon his return to the program on or about December 2017. Without endorsing the details of CEI's calculation to determine Mr. St. John's PIPP obligation, the Commission concludes that the record supports that the Complainant's default on his account at the time he reenrolled in the PIPP program was less than the arrearage due when he left the program and his PIPP make-up charge as of December 2017 was correctly applied to Mr. St. John's electric account, in accordance with Ohio Adm.Code 122:5-3-02(H)(1)(d). Accordingly, the amount of \$52.27 appears to be reasonable and in compliance with electric PIPP requirements and we find that CEI correctly applied the PIPP make-up charge to Mr. St. John electric account. (*St. John v. CEI I*, Reinhart Affidavit, Ex. C.)

{¶ 39} Given that Mr. St. John has not sustained his burden of proof to substantiate the allegation raised or the allegation is barred, the Commission finds Complainant's request for punitive and compensatory damages is moot.

V. ORDER

{¶ 40} It is, therefore,

{¶ 41} ORDERED, That the parties' request to waive the hearing, under the circumstance of this matter, be granted. It is, further,

{¶ 42} ORDERED, That the Complainant failed to sustain his burden to substantiate the allegations raised or the allegations raised are barred and, therefore, the complaint be dismissed. It is, further,

{¶ 43} ORDERED, That a copy of this Finding and Order be served upon all interested persons of record.

COMMISSIONERS:***Approving:***

Sam Randazzo, Chairman
M. Beth Trombold
Lawrence K. Friedeman
Daniel R. Conway
Dennis P. Deters

GNS/hac

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Case No(s). 18-1899-EL-CSS

Summary: Finding & Order finding that the Complainant failed to sustain his burden to substantiate the issue raised in the complaint or the issues against The Cleveland Electric Illuminating Company are barred and, therefore, the complaint is dismissed. electronically filed by Ms. Mary E Fischer on behalf of Public Utilities Commission of Ohio