

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

IN THE MATTER OF THE	)	Case Nos:
COMMISSION'S REVIEW OF OHIO	)	17-1843-EL-ORD
ADM.CODE CHAPTERS	)	17-1844-EL-ORD
4901:1-21, 4901:1-23, 4901:1-24, 4901:1-	)	17-1862-EL-ORD
27, 4901:1-28, 4901:1-29, 4901:1-	)	17-1845-GA-ORD
30,4901:1-31, 4901:1-32, 4901:1-33,	)	17-1846-GA-ORD
AND4901:1-34 REGARDING RULES	)	17-1847-GA-ORD
GOVERNING COMPETITIVE RETAIL	)	17-1848-GA-ORD
ELECTRIC SERVICE AND	)	17-1849-GA-ORD
COMPETITIVE	)	17-1850-GA-ORD
RETAIL NATURAL GAS SERVICE.	)	17-1851-GA-ORD
	)	17-1852-GA-ORD

---

**REPLY COMMENTS FOR CONSUMER PROTECTION  
BY  
OFFICE OF THE OHIO CONSUMERS' COUNSEL**

---

Bruce Weston (0016973)  
Ohio Consumers' Counsel

Angela D. O'Brien (0097579)  
Counsel of Record  
Ambrosia E. Wilson (0096598)  
Assistant Consumers' Counsel

**Office of the Ohio Consumers' Counsel**  
65 East State Street, 7th Floor  
Columbus, Ohio 43215-4213  
Telephone [O'Brien]: (614) 466-9531  
Telephone [Wilson]: (614) 466-1292  
[Angela.obrien@occ.ohio.gov](mailto:Angela.obrien@occ.ohio.gov)  
[Ambrosia.wilson@occ.ohio.gov](mailto:Ambrosia.wilson@occ.ohio.gov)  
(willing to accept service by e-mail)

October 22, 2021

## **TABLE OF CONTENTS**

	<b>PAGE</b>
I. INTRODUCTION .....	1
II. OCC’S REPLY COMMENTS FOR CONSUMER PROTECTION. ....	3
A. The PUCO should enforce its third-party verification (“TPV”) requirements and not allow waivers when customers enroll through inbound calls to marketers.....	3
B. For consumer protection, the PUCO should end door-to-door sales. But if door-to-door sales continue, the PUCO should require independent third-party verifications only through audio communications with the enrolling customer. ....	5
C. The PUCO should end its waivers allowing marketers to enroll customers through digital “chats” with the marketer.....	6
D. Marketers’ proposals to fix inconsistencies between the electric and natural gas marketer rules should be resolved by adopting the language most favorable to protecting consumers.....	7
E. The PUCO should reject RESA’s proposal to allow governmental aggregators to enroll customers for unlimited terms instead of the current term limits of two years (natural gas) and three years (electric). ....	8
F. The PUCO should reject IGS’s proposal that marketers should be given consumers’ private interval usage data. ....	9
G. R.C. 121.95(F) should not be read to restrict the PUCO’s duty to protect consumers against deceptive, unfair, and unconscionable acts and practices by marketers.....	10
III. CONCLUSION.....	12

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

IN THE MATTER OF THE	)	Case Nos:
COMMISSION’S REVIEW OF OHIO	)	17-1843-EL-ORD
ADM.CODE CHAPTERS	)	17-1844-EL-ORD
4901:1-21, 4901:1-23, 4901:1-24, 4901:1-	)	17-1862-EL-ORD
27, 4901:1-28, 4901:1-29, 4901:1-	)	17-1845-GA-ORD
30,4901:1-31, 4901:1-32, 4901:1-33,	)	17-1846-GA-ORD
AND4901:1-34 REGARDING RULES	)	17-1847-GA-ORD
GOVERNING COMPETITIVE RETAIL	)	17-1848-GA-ORD
ELECTRIC SERVICE AND	)	17-1849-GA-ORD
COMPETITIVE	)	17-1850-GA-ORD
RETAIL NATURAL GAS SERVICE.	)	17-1851-GA-ORD
	)	17-1852-GA-ORD

---

**REPLY COMMENTS FOR CONSUMER PROTECTION  
BY  
OFFICE OF THE OHIO CONSUMERS’ COUNSEL**

---

**I. INTRODUCTION**

Ohio’s consumers have suffered rampant abuse by energy marketers over the past several years.<sup>1</sup> Reform and revisions of the PUCO’s rules governing marketers are needed *now* to prevent further harm to consumers from marketers’ unfair, misleading, deceptive, and unconscionable marketing practices and rates. On October 14, 2021, the Supreme Court of Ohio

---

<sup>1</sup> See e.g. *In the Matter of the Commission’s Investigation of PALMco Power OH, LLC, d/b/a Indra Energy’s Compliance with the Ohio Administrative Code and Potential Remedial Actions for Non-Compliance*, Case No. 19-957-GE-COI (“PALMco 1 Investigation”); *In the Matter of the Commission’s Investigation into Verde Energy USA Ohio, LLC’s Compliance with the Ohio Administrative Code and Potential Remedial Actions for Non-Compliance*, Case No. 19-958-GE-COI (“Verde Investigation”); *In the Matter of the Commission’s Investigation of PALMco Power OH, LLC, d/b/a Indra Energy and PALMco Energy OH, LLC, d/b/a Indra Energy’s Compliance with the Ohio Administrative Code and Potential Remedial Actions for Non-Compliance*, Case No. 19-2153-GE-COI (“PALMco 2 Investigation”); *In the Matter of the Commission’s Investigation into SFE Energy Ohio, Inc. and Statewise Energy Ohio, LLC’s Compliance with the Ohio Administrative Code and Potential Remedial Actions for Non-Compliance*, Case No. 20-1216-GE-COI (“SFE Investigation”); *In the Matter of the Application of Verde Energy USA Ohio, LLC for Certification as a Competitive Retail Electric Service Supplier and a Competitive Retail Natural Gas Service Supplier*, Case Nos. 11-5886-EL-CRS and 13-2164-GA-CRS (“Verde Certification Renewal”); and *In the Matter of the Review of the Initial Certification Application of Suvon LLC d/b/a FirstEnergy Advisors to Provide Aggregation and Broker Services in the State of Ohio*, Case No. 20-103-EL-AGG (“FirstEnergy Advisors Certification”).

(“Court”) held that the PUCO violated the law when it approved the application of FirstEnergy Advisors, LLC to provide competitive electric broker and aggregation services to Ohio consumers.<sup>2</sup> This demonstrates that changes to the PUCO’s rules consistent with OCC’s recommendations are needed to protect consumers. The Public Utilities Commission of Ohio (“PUCO”) should take action to protect consumers (particularly at-risk consumers) who are victimized by marketers that care only about boosting profits.

The PUCO Staff’s proposed rule changes are inadequate to protect consumers from marketer abuse. Marketers also proposed changes to the PUCO’s rules<sup>3</sup> that do little to address the harm members of their own industry cause consumers through misleading and unconscionable marketing practices and rates. Instead, the marketers request that the PUCO continue to *waive* existing rules that protect consumers from marketer abuse.<sup>4</sup> That is wrong. PUCO rules that are rooted in consumer protection should not be waived to advantage those who harm consumers.

In response to the PUCO’s Entry<sup>5</sup> requesting comments on the marketer rules, the Office of the Ohio Consumers’ Counsel (“OCC”) filed consumer protection comments identifying key areas for rules reform.<sup>6</sup> Industrial Energy Users – Ohio (“IEU”), and Citizens Utility Board of Ohio (“CUB-Ohio”) also filed comments on behalf of consumers. For the reasons explained below and in OCC’s Initial Comments, the PUCO should seize this opportunity to protect

---

<sup>2</sup> *In Re Application of FirstEnergy Advisors for Certification as a Competitive Retail Elec. Serv. Power Broker and Aggregator*, Slip Opinion No. 2021-Ohio-3630 (“FirstEnergy Advisors Decision”).

<sup>3</sup> On October 8, 2021, marketer comments were filed by: Interstate Gas Supply, Inc. (“IGS”), the Retail Energy Supply Association (“RESA”), Energy Harbor, LLC (“Energy Harbor”), SouthStar Energy Services, LLC (“SouthStar”) also filed early “Reply Comments” on October 13, 2021.

<sup>4</sup> *See e.g.* RESA Comments 4-6.

<sup>5</sup> Entry, (September 8, 2021).

<sup>6</sup> Consumer Protection Comments by Office of the Ohio Consumers’ Counsel (October 8, 2021) (“OCC Initial Comments”).

consumers by incorporating OCC's proposals into the PUCO's rules governing energy marketers.

## II. OCC'S REPLY COMMENTS FOR CONSUMER PROTECTION.

### A. **The PUCO should enforce its third-party verification ("TPV") requirements and not allow waivers when customers enroll through inbound calls to marketers.**

In Case No. 17-2358-GA-WVR, the PUCO granted marketers' request for a waiver of the PUCO's rule that requires marketers to conduct an independent TPV call when a customer calls in to the marketer to enroll in service.<sup>7</sup> The PUCO stated that this waiver would extend until this rulemaking proceeding.<sup>8</sup> Marketers request that the PUCO codify this waiver in O.A.C. 4901:1-29-06(E)(1) or indefinitely extend the waiver previously granted.<sup>9</sup> The PUCO should do neither, and instead reinstitute the requirement that marketers conduct TPV calls even when the customer initiates the call to the marketer.

OCC opposed this waiver in Case No. 17-2358-GA-WVR<sup>10</sup> and OCC opposes it now. Marketers provide no good cause to continue a waiver of the TPV calls. When the PUCO granted the waiver, it found that marketers would still be required to record all aspects of the customer's inbound call.<sup>11</sup> SouthStar claims that there is "zero additional customer protection" from an independent TPV call.<sup>12</sup> But that is not true. Even if the marketer records the customer's

---

<sup>7</sup> *In the Matter of the Joint Application of Direct Energy Services, LLC, Direct Energy Business, LLC, Dominion Energy Solutions, Inc., Interstate Gas Supply, Inc., and Southstar Energy Services, LLC for a Waiver of a Provision of Rule 4901:1-29-06(E)(1) of the Ohio Administrative Code*, Case No. 17-2358-GA-WVR, Entry (November 14, 2018).

<sup>8</sup> *Id.*

<sup>9</sup> See e.g. RESA Comments, at 3-5.

<sup>10</sup> Case No. 17-2358-GA-WVR, Application for Rehearing of the PUCO's Order Granting a Waiver of Consumer Protection Rules by the Office of the Ohio Consumers' Counsel (December 14, 2018).

<sup>11</sup> Case No. 17-2358-GA-WVR, Entry (November 18, 2018) at ¶17.

<sup>12</sup> SouthStar Comments, at 1.

call, the recording itself may do nothing to protect the customer from the salesperson's misleading sales practices. An independent TPV call will help make sure that the customer fully understands the important terms of the contract for service *before* the customer accepts the contract and is charged for service. While a marketer recording may ultimately reveal misleading practices, that recording will be significantly less useful after the marketer enrolls the customer and charges rates the customer did not agree to pay.

Further, there is no guarantee that marketers will in fact conduct and retain recordings of inbound customer calls in the first place. In the Verde Investigation, the PUCO Staff found that Verde did not properly retain recordings as required by the PUCO's rules.<sup>13</sup> If a marketer does not make or retain recordings of its sales calls, there is no consumer protection without the independent TPV. RESA's claim in its comments that "it is not aware of any issues since the waiver took effect in November 2018, nor any other reason or evidence upon which to base a reversion to a dual recording process . . ."<sup>14</sup> wholly ignores the evidence from the Verde Investigation. Accordingly, the PUCO should deny the Marketers' request to amend the rules to codify the waivers approved in Case No. 17-2358-GA-WVR.

---

<sup>13</sup> *In the Matter of the Commission's Investigation into Verde Energy USA Ohio, LLC's Compliance with the Ohio Administrative Code and Potential Remedial Actions for Non-Compliance*, Case No. 19-958-GE-COI, Staff Report (May 29, 2019) at 16.

<sup>14</sup> RESA Comments, at 4-5. *See also* SouthStar Reply Comments.

**B. For consumer protection, the PUCO should end door-to-door sales. But if door-to-door sales continue, the PUCO should require independent third-party verifications only through audio communications with the enrolling customer.**

As explained in OCC's Initial Comments, the PUCO should prohibit direct door-to-door sales to residential consumers by marketers.<sup>15</sup> This form of marketing cannot by its nature be adequately policed by the PUCO and this marketing encourages and takes advantage of uninformed and hurried consumer decision-making on a complex energy purchase. The PUCO should block the knock by the marketers' sales force.

However, in the event the PUCO does not ban door-to-door sales, it should take action to end previous waivers allowing marketers to conduct digital TPVs through e-mails or texts sent to the customer.<sup>16</sup> All TPVs for door-to-door customer enrollments should occur *only* through an audio communication with a live third-party person.

Marketers want the PUCO to codify these waivers in the PUCO's rules.<sup>17</sup> As discussed above, OCC opposed waivers of audio TPVs when marketers initially sought them,<sup>18</sup> and OCC still opposes them. The problem with allowing digital TPVs of door-to-door enrollments is that there is no way to determine whether the sales agent has left the customer's premises when the customer completes the TPV. Nothing prevents a sales agent from hovering and coaching the customer on how to answer important TPV questions regarding the contract terms if the

---

<sup>15</sup> OCC Initial Comments, at 8-10.

<sup>16</sup> See *In the Matter of the Application of Direct Energy Business, LLC and Direct Energy Service LLC for Waivers of Certain Provisions of Ohio Admin. Code Chapters 4901:1-21 and 4901:1-29, to Permit Third-Party Verification by Digital Confirmation*, Case No. 18-382-GE-WVR, Entry (Sept. 26, 2019); and *In the Matter of the Application of AEP Energy, Inc. for a Partial Waiver of Ohio Admin. Code 4901:1-29-06 and 4901:1-21-06*, Case Nos. 18-371-EL-WVR, 18-372-GA-WVR, Entry (July 17, 2019).

<sup>17</sup> Energy Harbor Comments, at 3-4; RESA Comments, at 5.

<sup>18</sup> Case No. 18-382-GE-WVR, Application for Rehearing of the PUCO's Entry Granting a Waiver of Consumer Protection Rules by the Office of the Ohio Consumers' Counsel (October 28, 2019); and Case Nos. 18-371-EL-WVR, 18-372-GA-WVR, Application for Rehearing of the PUCO's Order Reducing Consumer Protections in Door-to-Door Marketing by the Office of the Ohio Consumers' Counsel (August 16, 2019).

customer is unclear. While marketers claim that digital TPVs are more convenient, convenience should not come at the cost of consumer protection.

RESA also claims that “it is not aware of any issues” that should preclude continuation of the waivers that allow marketers to conduct digital TPVs.<sup>19</sup> But again, RESA’s claim ignores recent PUCO investigations where consumers have complained about door-to-door marketers violating the PUCO’s rules. In the SFE Investigation, the PUCO Staff investigated consumer complaints where sales agents *refused* to leave the premises when the consumer asked.<sup>20</sup> If marketers cannot be counted on to follow the PUCO’s most basic door-to-door consumer protection rules (*i.e.* leave when the customer asks them to “please leave”), they cannot be expected to leave when the customer is completing a digital TPV. Marketers should not continue to receive relaxed regulatory oversight through waivers of the audio only TPV rules. The PUCO should reject marketers’ request and reinstate the audio only TPV requirement for door-to-door enrollments (if the PUCO continues to allow door-to-door sales, which it should not).

**C. The PUCO should end its waivers allowing marketers to enroll customers through digital “chats” with the marketer.**

In Case No. 18-604-GE-WVR, the PUCO granted marketers a waiver from PUCO rules to allow customer enrollments through on-line digital “chat” features.<sup>21</sup> Marketers argue for a continuation of these waivers.<sup>22</sup> OCC opposes continuation of these waivers to the extent they waive the requirement for TPVs. In essence, the “chat” feature operates similar to a telephone

---

<sup>19</sup> RESA Comments, at 6.

<sup>20</sup> SFE Investigation, PUCO Staff Letter (June 29, 2020).

<sup>21</sup> See *In the Matter of the Joint Application of Constellation NewEnergy, Inc., and Constellation NewEnergy-Gas Division, LLC for Waivers of Ohio Admin. Code 4901:1-21-06(C) and 4901:1-29-06(B)*, Entry (September 26, 2019).

<sup>22</sup> Energy Harbor Comments, at 5-7.



conversation. Where independent TPVs are required for telephonic enrollments, independent TPVs should also be required for chat enrollments.

Following chat enrollments, customers can receive transcripts of their chats with the marketers. However, the chat transcript is an inadequate substitute for an independent TPV. Independent TPVs are more suitable for protecting consumers from deceptive, unfair, and misleading acts and practices by the marketer. The PUCO should not continue waivers permitting chat enrollments with no TPV.

**D. Marketers' proposals to fix inconsistencies between the electric and natural gas marketer rules should be resolved by adopting the language most favorable to protecting consumers.**

The PUCO's rules governing retail natural gas and electric marketers are consumer protection rules that, among other things, are intended to "provide customers with sufficient information to make informed decisions about [competitive electric and natural gas service]" and "protect customers against deceptive, unfair, and unconscionable acts and practices . . ." by marketers.<sup>23</sup> Marketers propose changes to the PUCO's rules to address inconsistencies between the electric and natural gas rules. OCC does not oppose consistency in the rules. However, any inconsistent language should be reconciled in favor of consumer protection, not marketer convenience.

For example, the PUCO's rules permit a customer to rescind a contract for electric service within seven calendar days, whereas a customer can rescind a contract for natural gas service within seven business days.<sup>24</sup> RESA asserts that the PUCO should change the language in the natural gas rule to match the electric rule, which would give consumers seven calendar

---

<sup>23</sup> See e.g. *In the Matter of the Application of AEP Energy, Inc. for a Partial Waiver of Ohio Admin. Code 4901:1-29-06 and 4901:1-21-06*, Case Nos. 18-371-EL-WVR, 18-372-GA-WVR, Entry (July 17, 2019), ¶11.

<sup>24</sup> O.A.C. 4901:1-21-06(D)(1)(e) and 4901:1-29-06(D)(5).

days to rescind both electric and natural gas contracts.<sup>25</sup> RESA states that “there is nothing to suggest that customers would be adversely affected by the change . . .”<sup>26</sup> However, under RESA’s proposal, natural gas customers would have less time to rescind a contract. Because the PUCO’s rules governing electric and natural gas marketers are intended to be consumer protection rules, the time period to rescind an electric contract should be changed to seven business days to match the natural gas rules. Not vice-versa.

RESA also recommends that the PUCO adopt a uniform set of rules governing TPV calls.<sup>27</sup> Again, OCC does not oppose uniform rules. But in achieving consistency, the PUCO should adopt the rules that provide *more* consumer protection, not less. The PUCO should focus on consumer protection in amending the rules.

**E. The PUCO should reject RESA’s proposal to allow governmental aggregators to enroll customers for unlimited terms instead of the current term limits of two years (natural gas) and three years (electric).**

RESA proposes amendments to the PUCO’s rules that would remove the term limits for governmental aggregation programs.<sup>28</sup> Under the current PUCO rules, aggregation terms are defined as being between one and three years depending on the industry.<sup>29</sup> RESA’s proposal to eliminate these terms should be rejected because limiting the terms of government aggregation programs protects consumers.

To be sure, many customers who participate in government aggregation programs do not affirmatively consent to be enrolled in the aggregation program. Rather, consumers typically

---

<sup>25</sup> RESA Comments, at 7-9.

<sup>26</sup> *Id.* at 7.

<sup>27</sup> RESA Comments, at 9-10.

<sup>28</sup> RESA Comments, at 14-15.

<sup>29</sup> *Id.*

“opt out” of enrollment when the aggregation program is initiated. Continuing aggregation programs for an unreasonably long term can result in consumers not being able to take advantage of more competitive options to meet their energy needs. There is no good reason to permit a governmental aggregator to establish a program with a time period longer than those currently set forth in the rules.

**F. The PUCO should reject IGS’s proposal that marketers should be given consumers’ private interval usage data.**

IGS has proposed a new rule that would provide marketers access to their enrolled customers’ interval usage data made available from Advanced Metering Infrastructure ("AMI") or smart meters.<sup>30</sup> IGS’s proposed language is overly broad and should be rejected.

The customer interval usage data that IGS seeks provides granular usage detail over specific periods of time, typically hourly or for shorter periods. However, just because this interval usage data is now available for customers who use smart meters does not mean that marketers should have unfettered access to the information. IGS’s proposed language says that the marketer “will have access to that customer’s interval usage data as required for billing purposes.”<sup>31</sup> But the terms and conditions of the customer’s contract, including the customer’s rate type and how the bill is calculated, should determine whether marketers have access to more granular usage information. IGS’s proposal that entitles marketers to smart meter customer interval usage data, regardless of what rate the customer has, is too broad and should be rejected.

---

<sup>30</sup> IGS Comments, at 2.

<sup>31</sup> *Id.*

**G. R.C. 121.95(F) should not be read to restrict the PUCO’s duty to protect consumers against deceptive, unfair, and unconscionable acts and practices by marketers.**

The PUCO opened these dockets to review the electric and natural gas marketer rules in 2017. Since then, the Ohio General Assembly enacted R.C. 121.95(F), which provides that state agencies, including the PUCO, “may not adopt a new regulatory restriction unless it simultaneously removes two or more existing regulatory restrictions.” Under R.C. 121.95(B), regulatory restrictions include rules that require or prohibit an action. However, R.C. 121.95 should not be read as to tie the PUCO’s hands when it comes to protecting Ohio’s consumers from unscrupulous marketers.

The PUCO’s Entry states that “[i]n light of R.C. 121.95, only limited amendments are being proposed for this set of five-year rule reviews.”<sup>32</sup> What an unfortunate result for Ohio consumers who already have suffered from energy marketing.

RESA commented with its anti-consumer perspectives on implementing R.C. 121.95.<sup>33</sup> The PUCO should address such marketer comments for reducing existing consumer protections (and for limiting the needed expansion of consumer protections) where applicable by banning the marketer practices altogether. For example, door-to-door marketing and variable rate contracts for residential consumers should be eliminated. Eliminating those marketer practices would end the problems for consumers. And ending those marketer practices would also further R.C. 121.95 by eliminating the various regulations that have been needed for consumer protection to police the practices. Elimination of the rules associated with door-to-door sales and variable rate

---

<sup>32</sup> Entry, (September 8, 2021), ¶7.

<sup>33</sup> RESA Comments, at 2.

contracts would likely be more than enough for this rulemaking to satisfy the “two for one” rule in R.C. 121.95.

It is state policy – codified in Ohio law – that the PUCO protect consumers (including at-risk consumers) from unreasonable and anticompetitive practices by energy marketers.<sup>34</sup> OCC’s Initial Comments recommend several ways the PUCO can protect consumers by expanding its definition of what constitutes an “unfair, misleading, deceptive, or unconscionable act[] or practice[]” under the PUCO’s rules.<sup>35</sup> In this respect, the PUCO’s rules specifically state that “unfair, misleading, deceptive, or unconscionable acts or practices *include, but are not limited to*” the acts listed in the rules.<sup>36</sup> In other words, the PUCO can (and should) use its discretion to determine whether additional marketer practices are harmful to consumers. Indeed, the PUCO previously rejected claims by RESA that expanding the definition is unlawful, holding that “it is the [PUCO’s] duty to give guidance to [marketers] as to the meaning of ‘unfair, misleading, deceptive, or unconscionable acts or practices.’”<sup>37</sup> This duty, consistent with state policy regarding competitive energy service, exists notwithstanding R.C. 121.95.

OCC also recommends changes to the PUCO’s procedures when it considers applications by marketers to serve Ohio consumers, such as allowing discovery and comments when the PUCO has suspended automatic approval.<sup>38</sup> OCC’s proposed rule amendments to O.A.C. 4901:1-24-10(A) and 4901:1-27-10(A) do not require marketers to do, or prohibit them from

---

<sup>34</sup> R.C. 4928.02(I) and (L); *see also* R.C. 4929.02.

<sup>35</sup> OCC Initial Comments, at 3-15.

<sup>36</sup> O.A.C. 4901:1-21-05(C) and 4901:1-29-05(D) (emphasis added).

<sup>37</sup> *In the Matter of the Commission-Ordered Investigation of Marketing Practices in the Competitive Retail Electric Service Market*, Case No. 14-568-EL-COI, Fourth Entry on Rehearing (September 27, 2017), ¶12.

<sup>38</sup> OCC Comments, at 30-32.

doing, anything. Rather, they are proposals on how the PUCO should conduct its proceedings in accordance with Ohio law<sup>39</sup> and the Court's recent FirstEnergy Advisors Decision.<sup>40</sup>

In short, the PUCO should not use R.C. 121.95 to abrogate its duty to protect consumers and shy away from adopting regulatory reforms to prevent the marketer abuse that has plagued Ohio consumers since the PUCO initiated this rulemaking proceeding in 2017. The PUCO should adopt OCC's proposals for consumer protection.

### **III. CONCLUSION**

The PUCO should take this opportunity to protect Ohioans from abusive sales and marketing practices by energy marketers. Any changes to the PUCO consumer protection rules should be to enhance those protections, not permanently waive or reduce consumer protections. The PUCO should clarify and update its rules governing electric and natural gas marketers consistent with OCC's recommendations for consumer protection above and in its Initial Comments.

---

<sup>39</sup> *e.g.* R.C. 4901.082.

<sup>40</sup> *See supra* note 2.

Respectfully submitted,

Bruce Weston (0016973)  
Ohio Consumers' Counsel

/s/ Angela D. O'Brien

Angela D. O'Brien (0097579)  
Counsel of Record  
Ambrosia E. Wilson (0096598)  
Assistant Consumers' Counsel

**Office of the Ohio Consumers' Counsel**

65 East State Street, 7th Floor  
Columbus, Ohio 43215-4213  
Telephone [O'Brien]: (614) 466-9531  
Telephone [Wilson]: (614) 466-1292  
[Angela.obrien@occ.ohio.gov](mailto:Angela.obrien@occ.ohio.gov)  
[Ambrosia.wilson@occ.ohio.gov](mailto:Ambrosia.wilson@occ.ohio.gov)  
(willing to accept service by e-mail)

## **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Reply Comments has been served electronically upon those persons listed below this 22<sup>nd</sup> day of October 2021.

/s/ Angela D. O'Brien  
Angela D. O'Brien  
Assistant Consumers' Counsel

The PUCO's e-filing system will electronically serve notice of the filing of this document on the following parties:

### **SERVICE LIST**

[John.jones@ohioAGO.gov](mailto:John.jones@ohioAGO.gov)

Attorney Examiners:

[Matthew.sandor@puco.ohio.gov](mailto:Matthew.sandor@puco.ohio.gov)

[mkurtz@BKLawfirm.com](mailto:mkurtz@BKLawfirm.com)  
[kboehm@BKLawfirm.com](mailto:kboehm@BKLawfirm.com)  
[jkylern@BKLawfirm.com](mailto:jkylern@BKLawfirm.com)  
[mfleisher@dickinsonwright.com](mailto:mfleisher@dickinsonwright.com)  
[bethany.allen@igs.com](mailto:bethany.allen@igs.com)  
[joe.oliker@igs.com](mailto:joe.oliker@igs.com)  
[michael.nugent@igs.com](mailto:michael.nugent@igs.com)  
[evan.betterton@igs.com](mailto:evan.betterton@igs.com)  
[fdarr2019@gmail.com](mailto:fdarr2019@gmail.com)  
[mjsettineri@vorys.com](mailto:mjsettineri@vorys.com)  
[glpetrucci@vorys.com](mailto:glpetrucci@vorys.com)  
[mpritchard@mcneeslaw.com](mailto:mpritchard@mcneeslaw.com)  
[rglover@mcneeslaw.com](mailto:rglover@mcneeslaw.com)  
[bmckenney@mcneeslaw.com](mailto:bmckenney@mcneeslaw.com)  
[talexander@beneschlaw.com](mailto:talexander@beneschlaw.com)  
[khehmeyer@beneschlaw.com](mailto:khehmeyer@beneschlaw.com)  
[aemerson@porterwright.com](mailto:aemerson@porterwright.com)



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/22/2021 4:44:04 PM**

**in**

**Case No(s). 17-1843-EL-ORD, 17-1844-EL-ORD, 17-1862-EL-ORD, 17-1845-GA-ORD, 17-1847-GA-OR**

Summary: Comments Reply Comments for Consumer Protection by Office of The Ohio  
Consumers' Counsel electronically filed by Mrs. Tracy J. Greene on behalf of O'Brien, Angela  
D