

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Notice of Material)	
Default Served by The East Ohio Gas)	15-1894-GA-UNC
Company d/b/a Dominion East Ohio upon)	
Energy 95, LLC d/b/a Quake Energy, LLC)	

STIPULATION AND RECOMMENDATION

Ohio Adm.Code 4901-1-30 provides that any two or more parties to a proceeding before the Public Utilities Commission of Ohio (“Commission”) may enter into a written stipulation covering the issues presented in that proceeding. This Stipulation and Recommendation (“Stipulation”) sets forth the understanding of The East Ohio Gas Company, d/b/a Dominion East Ohio (“DEO”), Energy 95, LLC d/b/a Quake Energy LLC (“Quake”), and the Commission Staff (“Staff”), each of whom is a “Signatory Party” and together constitute the “Signatory Parties”. The Signatory Parties recommend that the Commission approve and adopt, as part of its Order in this case, this Stipulation, which will resolve all of the issues in the above-captioned proceeding.

This Stipulation was negotiated among all parties to the proceeding, and no party was excluded from negotiations. This Stipulation is supported by adequate data and information. As a package, the Stipulation benefits customers and the public interest; represents a just and reasonable resolution of all issues in this proceeding; and violates no regulatory principle or practice. While this Stipulation is not binding on the Commission, it is entitled to careful consideration by the Commission, where, as here, it is sponsored by parties representing a wide range of interests, including the Commission’s Staff.

For the purpose of resolving all issues raised in this proceeding, the Signatory Parties stipulate, agree and recommend as follows:

I. BACKGROUND

1. DEO is a natural gas company as defined in R.C. 4905.03 and a public utility as defined in R.C. 4905.02, and, as such, is subject to the jurisdiction of this Commission.

2. Quake is a retail natural gas supplier as defined in R.C. 4929.01, is certified to provide competitive retail natural gas service (“CRNGS”) under R.C. 4929.20, and is subject to the jurisdiction of this Commission pursuant to R.C. 4929.24.

3. On November 9, 2015, Dominion filed and served a notice of material default (“Notice”) upon Quake and a motion for a temporary waiver of Ohio Adm.Code 4901:1-29-13(C), which is the rule that requires DEO to provide CRNGS suppliers an eligible customer list. In the Notice, DEO alleged that it had received complaints regarding Quake’s solicitation and enrollment of customers. DEO alleged that it had concerns that Quake may have failed to comply with the minimum standards set by the Commission for CRNGS suppliers.

4. In its Notice, DEO requested that Quake participate in a collaborative process with Staff and other interested parties to address the issues raised in DEO’s Notice. DEO also requested a temporary waiver from the requirement to provide Quake a list of eligible customers until the proceeding was resolved.

5. On February 10, 2016, the Commission granted DEO’s request for a temporary waiver of Ohio Adm.Code 4901:1-29-13(C). The Commission found that this temporary waiver should remain in effect on a temporary basis while the parties addressed DEO’s concerns through the collaborative process.

6. The parties have met on numerous occasions to address the allegations in DEO's Notice and, through the collaborative process, have reached a resolution of this case.

II. AGREEMENT OF THE SIGNATORY PARTIES

The Signatory Parties agree to the following terms and conditions:

1. Upon the filing of the Stipulation with the Commission, the Monitoring Program, as defined below, shall begin immediately.

2. Notwithstanding any other provision of the Stipulation, Quake agrees to adhere to all legal and regulatory standards applicable to Competitive Retail Natural Gas ("CRNG") suppliers, including those standards enumerated in Ohio Adm.Code 4901:1-29. Quake agrees to continue implementing its internal sales and solicitation calls compliance measures, to continue monitoring the results of the implementation of its compliance measures, and to monitor the results of its ongoing implementation of its sales calls compliance measures by using compliance metrics.

3. Quake agrees to work collaboratively with Staff during Staff's monitoring of Quake's implementation of its sales calls compliance measures (the "Monitoring Program"). The Parties agree that the Monitoring Program shall proceed as follows:

a. Three (3) months after the Stipulation is filed.

- i. Approximately three (3) months after the Stipulation is filed, Staff will request that DEO provide Staff with a list of customers that Quake enrolled during the preceding three (3) months. Staff may also request a list or lists of all solicitation calls made by Quake and any of its agents. Staff will then request that Quake provide Staff with a sample of sales calls, solicitation calls, TPVs,

or some combination thereof based on the foregoing lists, which Quake agrees to provide to Staff within five (5) days of the request.

- ii. Quake also agrees to provide Staff with the compliance metrics that Quake used to internally monitor implementation of its compliance measures during the preceding three (3) month period.
- iii. Following any review by Staff of the call records and compliance metrics provided by Quake, Staff may provide written notice to Quake and DEO that Quake shall have the right to obtain the eligible-customer list pursuant to Ohio Adm.Code 4901:1-29-13(C). Once Staff's notice is received, and following Quake's request and satisfaction of generally applicable terms and conditions, DEO shall provide the list or a status update by the close of the third (3rd) business day following the request, after which DEO shall use best efforts to satisfy the request as soon as possible. DEO shall have no obligation to provide the list unless and until such time as Staff provides such notice or as otherwise ordered by the Commission.
- iv. Before making any determination that Quake should not have the right to obtain the eligible-customer list, Staff agrees to meet with Quake to discuss Staff's concerns.

b. Six (6) months after the Stipulation is approved.

- i. Approximately six (6) months after the Stipulation is approved by the Public Utilities Commission of Ohio, Staff will request that DEO provide Staff with a list of customers that Quake enrolled during the time period following the provision of the previous list. Staff may also request a list or lists of all

solicitation calls made by Quake and any of its agents. Staff will then request that Quake provide Staff with a sample of sales calls, solicitation calls, TPVs, or some combination thereof based on the foregoing lists, which Quake agrees to provide to Staff within five (5) days of the request.

- ii. Quake also agrees to provide Staff with the compliance metrics that Quake used to internally monitor implementation of its compliance measures following the conclusion of the first three (3) month period.
- iii. After the requested information is provided to Staff, Quake agrees to meet with Staff regarding Quake's implementation of its compliance measures during the time period following the filing and approval of the Stipulation. Staff's review of complaints for purposes of compliance with this Stipulation, will be limited to those complaints received after the Stipulation is filed. After meeting with Quake to discuss its findings, Staff will determine whether further monitoring is warranted, whether it is satisfied with Quake's implementation of its compliance measures, or whether additional actions as may be determined by Staff are necessary to ensure full compliance with all legal and regulatory standards applicable to CRNG suppliers, including those standards enumerated in Ohio Adm.Code 4901:1-29.
- iv. Following any review by Staff of the call records and compliance metrics provided by Quake, if the eligible-customer list has not previously been released to Quake, Staff may provide written notice to Quake and DEO that Quake shall have the right to obtain the eligible-customer list pursuant to Ohio Adm.Code 4901:1-29-13(C). Once Staff's notice is received, and following

Quake's request and satisfaction of generally applicable terms and conditions, DEO shall provide the list or a status update by the close of the third (3rd) business day following the request, after which DEO shall use best efforts to satisfy the request as soon as possible. DEO shall have no obligation to provide the list unless and until such time as Staff provides such notice or as otherwise ordered by the Commission.

c. Termination or Continuation of Monitoring Program

- i. If Staff, following the conclusion of the monitoring period governed by paragraph II.3.b., determines it is satisfied with Quake's implementation of its compliance measures, Staff shall notify Quake and the other signatory parties, the Monitoring Program will terminate, and Quake will have no further obligations with respect to the Monitoring Program.
- ii. If Staff is not satisfied with Quake's implementation of its compliance measures, Staff shall notify Quake and the other signatory parties and the Monitoring Program will continue for a time period to be determined by Staff, which shall not exceed an additional six (6) months ("Additional Time Period").
- iii. At the conclusion of any Additional Time Period, if Staff determines it is satisfied with Quakes' implementation of its compliance measures, Staff shall provide written notice to Quake and DEO that Quake shall have the right to obtain the eligible-customer list pursuant to Ohio Adm.Code 4901:1-29-13(C). Once Staff's notice is received, and following Quake's request and satisfaction of generally applicable terms and conditions, DEO shall provide

the list or a status update by the close of the third (3rd) business day following the request, after which DEO shall use best efforts to satisfy the request as soon as possible.

- iv. Notwithstanding any other provision of the Stipulation, Quake is fully expected to continue to maintain the quality control measures it has implemented once the Monitoring Program ends.
- v. Before making any determination that the Monitoring Program should not cease after the monitoring period governed by paragraph II.3.b. or any Additional Time Period, Staff agrees to meet with Quake to discuss Staff's concerns.

4. Quake agrees to timely address customer complaints in a manner consistent with Ohio Adm.Code 4901:1-29-08(B). If DEO requests information from Quake regarding any complaint involving Quake, Quake shall provide the requested information or a status update by the close of the third (3rd) business day following the request, after which Quake shall use best efforts to satisfy the request as soon as practicable.

5. The Parties agree that Quake may modify its compliance measures and compliance metrics if Quake reasonably determines that such modifications are necessary. Quake agrees to fully cooperate with Staff regarding any inquiries Staff may have regarding modifications to Quake's compliance measures and compliance metrics. In addition, Quake will discuss with Staff modifications to its compliance measures and compliance metrics when meeting with Staff during the Monitoring Program.

6. Nothing in the Stipulation shall prohibit Staff or any Signatory Party from taking additional actions deemed necessary. Nothing in the Stipulation shall either (i) affect Quake's

duty to provide records if requested by Staff under Ohio Adm.Code 4901:1-29-04(C) or a succeeding rule or (ii) prohibit Staff from submitting such requests at any time.

7. The Signatory Parties agree that the Commission's temporary waiver of Ohio Adm.Code 4901:1-29-13(C) shall end when the Stipulation is granted by the Commission and the release of the eligible customer list shall be governed by the terms of this Stipulation.

III. OTHER CONDITIONS

1. This Stipulation contains the entire agreement among the Signatory Parties, and embodies a complete settlement of all claims, defenses, issues, and objections in this proceeding. Any objections or motions filed by the Signatory Parties that are inconsistent with this Stipulation shall be deemed withdrawn upon approval by the Commission of this Stipulation. The Signatory Parties agree that this Stipulation is in the best interests of the public and of all parties, and urge the Commission to adopt it.

2. This Stipulation is submitted for purposes of this case and should not be understood to reflect the positions which the Signatory Parties would have taken if all of the issues in the proceeding had been litigated. As with most stipulations reviewed by the Commission, the willingness of the Signatory Parties to sponsor this document jointly is predicated on the reasonableness of the Stipulation taken as a whole.

3. The Signatory Parties believe that this Stipulation represents a reasonable compromise of varying interests. The Signatory Parties' decision to enter into this Stipulation is not an admission to any of the allegations made in this proceeding or allegations contained in any document filed in this case. As such, this Stipulation should not be construed or used against any Signatory Party as an admission to any allegation, nor should this Stipulation be considered or

construed as an admission to a violation of any rule, tariff, agreement, law, order, or regulation by any Signatory Party.

4. This 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, the Signatory Parties shall have the right, within thirty days of issuance of the Commission's order, to file an application for rehearing, or to terminate and withdraw from the Stipulation by filing a notice with the Commission in this proceeding, including service to all the Parties. The Parties agree that they will not oppose or argue against any other Party's application for rehearing that seeks to uphold the original, unmodified Stipulation. 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 days of the Commission's entry on rehearing. Other Signatory Parties to the Stipulation agree to defend and shall not oppose the withdrawal and termination of the Stipulation by any other Party. Upon notice of termination or withdrawal by any Signatory Party, pursuant to the above provisions, the Stipulation shall immediately become null and void. In any such event, this proceeding shall go forward at the procedural point at which this Joint Stipulation and Recommendation was filed as if this Joint Stipulation and Recommendation had never been executed.

IN WITNESS WHEREOF, the undersigned parties agree to this Stipulation as of this ____ day of May, 2016. The undersigned parties respectfully request the Commission to issue its Opinion and Order approving and adopting this Stipulation.

THE EAST OHIO GAS COMPANY, D/B/A
DOMINION EAST OHIO

By: Andrew Campbell / ddp 6/2/16

Printed Name: Andrew Campbell

ENERGY 95, LLC D/B/A QUAKE ENERGY
LLC

By: Devin D. Parram

Printed Name: Devin D. Parram

THE STAFF OF THE PUBLIC UTILITIES
COMMISSION OF OHIO

By: John Jones / ddp 6/2/16

Printed Name: John Jones

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Summary: Stipulation Stipulation and Recommendation electronically filed by Mr. Devin D. Parram on behalf of Energy 95 dba Quake Energy