

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of Commerce Energy, Inc. : Case No. 16-2006-GE-UNC  
dba Just Energy :  
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**JOINT STIPULATION AND RECOMMENDATION**

This Joint Stipulation and Recommendation (“Stipulation”) sets forth the understanding of Commerce Energy, Inc. d/b/a Just Energy (“Just Energy”) and the Commission Staff (“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 their Notice of Probable Non-Compliance dated November 16, 2015 (“Notice Letter”).

Staff and Just Energy 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 Just Energy 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.

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Rule 4901-1-30, Ohio Admin. Code (“OAC.”), provides that two or more parties to a Commission proceeding may enter into a written stipulation concerning the issues presented in the proceeding.<sup>1</sup> 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 reasonably possible, the potential for future consumer/customer complaints resulting from marketing, solicitation, and customer enrollment practices, by Just Energy to consumers/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 associated with litigating the issues raised by the Staff’s Notice Letter when a reasonable and acceptable outcome can be achieved through settlement negotiations. The Signatory

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<sup>1</sup> Pursuant to Rule 4901-1-10(C), OAC, the Staff is considered a party for purposes of Rule 4901-1-30, OAC.

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.

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.<sup>2</sup> 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 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.

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<sup>2</sup> 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.

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

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

WHEREAS, in November 2015, Staff issued the Notice of Probable Noncompliance Letter (Notice Letter) to Just Energy regarding several issues identified therein;

WHEREAS, in January 2016, Just Energy provided Staff with a compliance plan which attempted to resolve all of the issues identified by Staff;

WHEREAS, subsequently, Just Energy and Staff met on numerous 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. Upon the filing of this Stipulation with the Commission, the Program, as defined below, shall be implemented immediately in so far as the actions have not already been accomplished by Just Energy as of the date of this Stipulation.
2. Just Energy will work collaboratively with Staff to implement the following compliance plan and measures (the "Program"):
  - A. Just Energy will implement all of Staff's suggested revisions to identified sales scripts and provide the final agreed upon edited version of the sales scripts to Staff within 10 business days of the filing of this Stipulation.

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- B. Just Energy certifies that it has mailed a letter to identified customers that were enrolled telephonically during 2015. Just Energy will submit to Staff a list of all mailing addresses of customers who were provided notice.
  - C. Just Energy will modify and submit for Staff approval its IVR call tree to remove the option for customers to report a service outage and to clearly identify Just Energy as a CRES/CRNGS provider in the introduction of the IVR and for all remaining options on the IVR.
  - D. Just Energy will submit to Staff within 10 business days of the filing of this Stipulation all changes to its training requirements for call center managers and sales representatives that resulted from this Stipulation.
  - E. Just Energy shall submit a monthly report to Staff on all oversight measures it has taken during the previous 30 days to ensure compliance with the Stipulation and Commission rules and Orders on marketing, solicitation, and customer enrollment practices. Any questions on the data and information to be identified and included in this monthly report shall be managed through a cooperative process between Just Energy and Staff. Any time during the 12 month Program, Staff may request a meeting with Just Energy to review and discuss any issues identified by Staff's monitoring of Just Energy's monthly reports and overall progress in satisfying the terms of the Stipulation.
3. The Program identified within will be ongoing for 12 months and all revisions to the above must be reported to Staff.

4. Just Energy agrees to pay a forfeiture of \$125,000.00. To submit payment, please send your check or money order made payable to "Treasurer, State of Ohio" to:

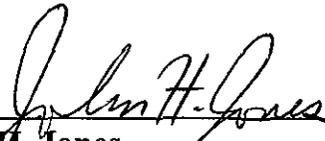
Public Utilities Commission of Ohio  
Attn: Business Resources, Finance and Services  
180 E. Broad Street, 4th Floor  
Columbus, OH 43215-3793

Payment shall be paid within 30 days of the entry approving this Stipulation.

5. The Signatory Parties agree that an additional \$50,000.00 shall be held in abeyance for 12 months beginning on the date of the Commission's entry approving this Stipulation. Just Energy shall forfeit this amount to the State of Ohio if it fails to complete the Program as required in the Stipulation.

WHEREFORE, the Signatory Parties agree and recommend this 11th day of October 2016 that the Commission find that the Stipulation represents a reasonable resolution of this matter, that the Stipulation should be adopted and approved.

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

  
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