

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of Gregory J. Augustine,)	
)	
)	
Complainant,)	
)	
v.)	Case No. 16-1939-GA-CSS
)	
North American Power and Gas, LLC,)	
)	
Respondent.)	

ANSWER

For its answer to the September 26, 2016 Complaint filed by Gregory J. Augustine (“Complainant”), North American Power and Gas, LLC (“NAP&G”) asserts the following answers and defenses:

FIRST DEFENSE

1. NAP&G denies the allegation in the first unnumbered paragraph of the Complaint that there was any “overcharge due to the unjustified rate increase” for Complainant’s competitive retail natural gas or electric service. NAP&G is without sufficient knowledge to enable it to either admit or deny the allegation that Complainant’s gas and electric charges “come to over \$1,000 overcharged as well as an additional \$1,000 for fees and financial stress,” and therefore denies same.

2. NAP&G is without sufficient knowledge to enable it to either admit or deny the allegation in the first paragraph that Complainant “was never told of a possibility of a rate increase due to a letter in the mail” and that Complainant did not receive such a letter from NAP&G, and therefore denies both. NAP&G sent to Complainant two separate notices – one for

his competitive retail electric service and the other for his natural gas service – in advance of the expiration of the contract terms and those notices included statements that the charges for those services would automatically change to a variable rate after his then-existing fixed-rate terms ended, unless Complainant took affirmative action otherwise.

3. As to the first numbered subparagraph describing the attachments to the Complaint, NAP&G admits that it refers to the first attachment of the Complaint, which is a Welcome Bonus Redemption Form signed by Complainant. NAP&G denies that it is the “original contract” for the competitive retail electric or natural gas services. The referenced form is not the service contract; Complainant enrolled with NAP&G electronically and, therefore, NAP&G denies the second sentence of the first numbered paragraph of the Complaint.

4. As to the second numbered subparagraph, NAP&G is without sufficient knowledge to enable it to either admit or deny the allegation made, and therefore denies same.

5. As to the third numbered subparagraph, NAP&G admits that Complainant has attached electric and natural gas bills, but denies that those bills show that the rates for competitive retail electric and natural gas services were increased without Complainant’s authorization. NAP&G is without sufficient knowledge to enable it to either admit or deny the allegation made by Complainant as to what he had been paying for competitive retail electric and natural gas services.

6. As to the fourth numbered subparagraph, NAP&G admits that three emails exchanged between Complainant and NAP&G have been attached to the complaint. NAP&G is without sufficient knowledge to enable it to either admit or deny that Complainant tried to resolve this matter. NAP&G denies that it would not work with Complainant.

7. NAP&G is without sufficient knowledge to enable it to either admit or deny the allegation made by Complainant in the second unnumbered paragraph that (a) he has had financial difficulty, (b) he was or is behind on his electric bills, (c) he has had an increase in expenses, which caused him to fall behind on bills, and therefore denies same. NAP&G admits that some of the attached bills include a late payment charge.

8. NAP&G denies that Complainant should be provided with a refund, that there were overcharges, or that Complainant's family should be compensated for financial stress, or that an additional \$1,000 should be awarded.

9. As to the attachments, NAP&G states that all attachments to the Complaint speak for themselves. As to any allegations contained in the attachments, NAP&G denies same.

10. NAP&G denies all remaining allegations in the Complaint.

SECOND DEFENSE

11. The Commission does not have subject matter jurisdiction over the Complaint.

THIRD DEFENSE

12. The Commission does not have personal jurisdiction over NAP&G.

FOURTH DEFENSE

13. The Complainant lacks standing to bring the Complaint.

FIFTH DEFENSE

14. The Complaint fails to set forth reasonable grounds for complaint as required by the Ohio Revised Code, including Section 4905.26.

SIXTH DEFENSE

15. The Public Utilities Commission of Ohio is without jurisdiction to award monetary damages or award damages for "financial stress."

SEVENTH DEFENSE

16. NAP&G reserves the right to raise other defenses as warranted by discovery in this proceeding.

WHEREFORE, NAP&G respectfully requests an Order dismissing the complaint and granting NAP&G all other necessary and proper relief.

Respectfully submitted,

/s/ Gretchen L. Petrucci

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CERTIFICATE OF SERVICE

The Public Utilities Commission of Ohio e-filing system will electronically serve notice of the filing of this document on the parties referenced in the service list of the docket card who have electronically subscribed to this case. In addition, the undersigned certifies that a courtesy copy of the foregoing document is also being served upon the Complainant this 10th day of November 2016, as follows:

- Via regular U.S. Mail to Gregory Augustine, 625 Timberline Trail,
Mayfield Village, Ohio 44143

/s/ Gretchen L. Petrucci

Gretchen L. Petrucci

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in

Case No(s). 16-1939-GA-CSS

Summary: Answer Answer electronically filed by Mrs. Gretchen L. Petrucci on behalf of North American Power and Gas, LLC