

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

ADVANCED INNOVATIVE)	
MANUFACTURING, INC. d/b/a A.I.M.)	
)	Case No. 16-2340-EL-CSS
v.)	
)	
CHAMPION ENERGY SERVICES, LLC)	

CHAMPION’S MOTION TO DISMISS

In accordance with Rule 4901-9-01(C)(1) of the Administrative Code, respondent Champion Energy Services, LLC (“Champion”) hereby moves the Public Utilities Commission of Ohio (“Commission”) to dismiss the formal complaint filed by complainant Advanced Innovative Manufacturing, Inc. d/b/a A.I.M. (“AIM”) on December 8, 2016 (the “PUCO Complaint”) on the basis of res judicata, which acts to divest the Commission of subject matter jurisdiction.

As detailed in the attached Memorandum in Support, AIM had previously filed a claim, *identical in all material respects* to the PUCO Complaint, with the Portage County Municipal Court. After a trial on the merits, that court found against AIM in a judgment that only recently became final and non-appealable. As such, Champion’s ability to assert the defense of res judicata is newly arisen and could not have been previously asserted. As explained in detail in the attached Memorandum in Support, Champion’s Motion to Dismiss should be granted.

Respectfully submitted,

/s/ Michael R. Nelson

Michael R. Nelson (0078987)
MikeNelson@eversheds-sutherland.com
EVERSHEDS SUTHERLAND (US) LLP
1114 6th Avenue
New York, NY 10036
T: (212) 389-5061
F: (212) 389-5099

Joshua L. Belcher, Counsel of Record
(PHV-15067-2017)
JoshuaBelcher@eversheds-sutherland.com
EVERSHEDS SUTHERLAND (US) LLP
1001 Fannin Street, Suite 3700
Houston, TX 77002
T: (713) 470-6118
F: (713) 654-1301

Attorneys for Champion Energy Services, LLC

DATED: March 3, 2017

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

ADVANCED INNOVATIVE)	
MANUFACTURING, INC. d/b/a A.I.M.)	
)	Case No. 16-2340-EL-CSS
v.)	
)	
CHAMPION ENERGY SERVICES, LLC)	

CHAMPION’S MEMORANDUM IN SUPPORT

I. FACTUAL BACKGROUND

1. On October 28, 2016, AIM filed a claim against Champion in the Portage County Municipal Court (Case No. 2016CVI02903R) (the “Civil Complaint”). Attachment A. AIM filed the Civil Complaint over one month *before* filing the PUCO Complaint with the Public Utilities Commission of Ohio (“Commission”).

2. The Civil Complaint was identical in all material respects to the PUCO Complaint. Specifically, the “statement of claim” in the Civil Complaint is nearly identical to the body of “Item A” to the PUCO Complaint, with the exception of some revised figures and minor editing. AIM’s substantive legal claims and the alleged basis of those claims are otherwise the same.

3. A trial on the merits was held in the Civil Complaint on December 16, 2016.

4. After the trial on the merits, the Magistrate for the Portage County Municipal Court issued a decision on December 23, 2016, dismissing the claim in its entirety on the basis that AIM had “failed to prove by a preponderance of the evidence the allegations in the [Civil Complaint].” The Magistrate’s decision was for Champion, the case was dismissed and costs were assessed to AIM. Attachment B.

5. On January 5, 2017, AIM filed timely objections to the Magistrate’s decision and attempted to submit additional information in support of its claim.

6. On January 20, 2017, the Portage County Municipal Court overruled AIM’s objections as an impermissible effort to supplement the record after trial. The court entered a final and appealable decision adopting the Magistrate’s decision as the order of the court and dismissing AIM’s claim (the “Civil Judgment”). The Civil Judgment was served by the clerk of the court on the parties on January 23, 2017. Attachment C.

7. The deadline for filing an appeal of the Civil Judgment occurred on or about February 20, but no later than February 23, 2017. Ohio Rules of Appellate Procedure, Rule 4.

8. As of this filing, AIM has not filed an appeal of the Civil Judgment. The Civil Judgment is thus a valid, final and non-appealable judgment to which AIM is bound.

II. ARGUMENT

9. In Ohio, the doctrine of res judicata encompasses both “claim preclusion” and “issue preclusion.” *In re Application of Ohio Power Co.*, 144 Ohio St.3d 1, 2015-Ohio-2056; *see O’Nesti v. DeBartolo Realty Corp.*, 113 Ohio St.3d 59, 2007-Ohio-1102, 862 N.E.2d 803, ¶ 6, citing *Grava v. Parkman Twp.*, 73 Ohio St.3d 379, 381, 653 N.E.2d 226 (1995). “These doctrines operate to preclude the relitigation of a point of law or fact that was at issue in a former action between the same parties and was passed upon by a court of competent jurisdiction.” *Consumers’ Counsel v. Pub. Util. Comm.*, 16 Ohio St.3d 9, 10, 475 N.E.2d 782 (1985). In other words, “a valid, final judgment rendered upon the merits bars all subsequent actions based upon any claim arising out of the transaction or occurrence that was the subject matter of the previous action.” *Grava v. Parkman Twp.*, 73 Ohio St.3d 379, 382, 653 N.E.2d 226, 1995-Ohio-331.

10. Res judicata, whether claim preclusion or issue preclusion, applies to administrative proceedings that are of a judicial nature. *State ex rel. Schachter v. Ohio Pub. Emps. Retirement Bd.*, 121 Ohio St.3d 526, 2009-Ohio-1704, 905 N.E.2d 1210, ¶ 29; *Consumers' Counsel*, 16 Ohio St.3d at 10. Thus, res judicata applies to the instant proceeding and the PUCO Complaint.

11. As previously stated, the Civil Complaint filed by AIM against Champion was identical in all material respects to its PUCO Complaint and is based on the same alleged events.

12. AIM had a full and fair opportunity to prove at trial each point of law and fact alleged in the Civil Complaint. AIM did not prevail on the merits, as evidenced by the Civil Judgment in Champion's favor. AIM is therefore precluded by the doctrine of res judicata from re-litigating the matter before the Commission.

III. CONCLUSION

13. As a "valid, final judgment rendered upon the merits," the Civil Judgment definitively adjudicates all of the claims raised by AIM and acts to bar the PUCO Complaint, which is based on the same "transaction or occurrence." The Civil Judgment, through the application of the doctrine of res judicata, effectively divests the Commission of subject matter jurisdiction in this matter.

14. Based on the foregoing, the doctrine of res judicata thus merits dismissal of the PUCO Complaint in its entirety. To hold otherwise would prejudice Champion and give AIM the very "second bite at the apple" that the doctrine of res judicata is meant to preclude.

Respectfully submitted,

/s/ Michael R. Nelson

Michael R. Nelson (0078987)
MikeNelson@eversheds-sutherland.com
EVERSHEDS SUTHERLAND (US) LLP
1114 6th Avenue
New York, NY 10036
T: (212) 389-5061
F: (212) 389-5099

Joshua L. Belcher, Counsel of Record
(PHV-15067-2017)
JoshuaBelcher@eversheds-sutherland.com
EVERSHEDS SUTHERLAND (US) LLP
1001 Fannin Street, Suite 3700
Houston, TX 77002
T: (713) 470-6118
F: (713) 654-1301

Attorneys for Champion Energy Services, LLC

DATED: March 3, 2017

ATTACHMENT A

Civil Complaint

PORTAGE COUNTY MUNICIPAL COURT

**203 WEST MAIN STREET PO BOX 958
RAVENNA, OHIO 44266-0958
PHONE (330) 297-3635 FAX (330) 297-3526
www.co.portage.oh.us**

**FILED
PORTAGE COUNTY
MUNICIPAL COURT
11/2/2016
JILL FANKHAUSER, CLERK
RAVENNA, OH**

**NOTICE AND SUMMONS IN ACTION FOR MONEY ONLY
SMALL CLAIM DIVISION**

CASE NO. 2016CVI02903R

ADVANCED INNOVATIVE MANUFACTURING INC DBA AIM 116 LENA DRIVE MARK J HAWALD CFO AURORA,
OH 44202

Plaintiff (s)

vs

CHAMPION ENERGY SERVICES INC, 1500 RANKIN RD SUITE 200 HOUSTON, TX 77073

Defendant (s)

Name and address of the Attorney for the Plaintiff:

PRO SE

ADVANCED INNOVATIVE MANUFACTURING INC ASKS JUDGMENT IN THIS COURT AGAINST CHAMPION ENERGY SERVICES INC, ET AL FOR: FOUR THOUSAND NINE HUNDRED FORTY EIGHT AND 91/100 DOLLARS (\$4,948.91) PLUS INTEREST FROM 09/01/2016 AT THE RATE OF 2% AND COSTS UPON THE ABOVE STATED CLAIM.

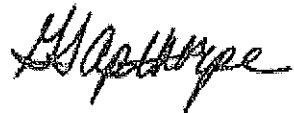
THE COURT WILL HOLD TRIAL ON THIS CLAIM IN THE SMALL CLAIMS DIVISION LOCATED AT: **THE PORTAGE COUNTY MUNICIPAL COURT, 203 WEST MAIN STREET, RAVENNA OHIO, COURTROOM C.**

TRIAL DATE AND TIME: 12/16/2016, 8:30 am

IF YOU DO NOT APPEAR AT THE TRIAL, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT, AND YOUR EARNINGS MAY BE SUBJECTED TO GARNISHMENT OR YOUR PROPERTY MAY BE ATTACHED TO SATISFY SAID JUDGMENT. IF YOUR DEFENSE IS SUPPORTED BY WITNESSES, ACCOUNT BOOKS, RECEIPTS, OR OTHER DOCUMENTS YOU MUST PRODUCE THEM AT THE TRIAL. SUBPOENAS FOR WITNESSES, IF REQUESTED BY A PARTY, WILL BE ISSUED BY THE CLERK. IF YOU ADMIT THE CLAIM BUT DESIRE TIME TO PAY, YOU MAY MAKE SUCH A REQUEST AT THE TRIAL. IF YOU BELIEVE YOU HAVE A CLAIM AGAINST THE PLAINTIFF, YOU MUST FILE A COUNTERCLAIM AND SERVE IT ON ALL OTHER PARTIES AT LEAST SEVEN DAYS PRIOR TO THE DATE OF THE TRIAL OF THE PLAINTIFF'S CLAIM.

**PLEASE CONTACT COURT A DAY BEFORE HEARING TO CONFIRM THAT CASE WILL GO FORWARD
(330) 297.3635**

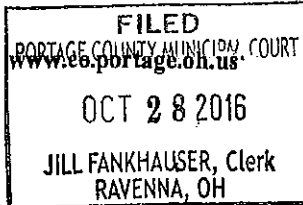
JILL FANKHAUSER, CLERK OF COURT



DEPUTY CLERK

Tracking # 91 7190 0005 5664 0037 3116 CHAMPION ENERGY SERVICES INC

PORTAGE COUNTY MUNICIPAL COURT
KENT BRANCH
303 EAST MAIN STREET
KENT OH 44240
330.678.9170



2902
PORTAGE COUNTY MUNICIPAL COURT
RAVENNA BRANCH
203 WEST MAIN STREET PO BOX 958
RAVENNA OH 44266
330.297.3635

SMALL CLAIM COMPLAINT AND STATEMENT OF CLAIM

16CV12903R

Plaintiff Advanced Innovative Manufacturing, Inc. (DBA AIM) Defendant Champion Energy Services, Inc.

Address 116 Lena Drive

Address 1500 Rankin Rd. Suite 200

Aurora, Ohio 44202

Houston, TX 77073

Mark J. Hawald, CFO

Phone No. 440-759-2034 Fax No.

PhoneNo. 888-653-0090

Email address: mark.j.hawald@a-i-mfg.com

Plaintiff

-vs-

Defendant

Address

Address

Phone No.

Fax No.

PhoneNo.

Email address:

Is the DEFENDANT presently in the military or naval service of the United States: ☐ Yes ☒ No

STATEMENT OF CLAIM (IF ACCOUNT, COPY ATTACHED)

Mark Hawald, CFO of AIM was contacted by Champion Energy as a cold call to convince AIM to change our electric provider. I did not want to be bothered but the rep was persistent & insisted he would save us money & guaranteed we would after he reviewed our bills. Based upon the total Ohio Edison Consumption & total bill amount, AIM averaged \$.3347 for Feb. (\$1205/3600 KWH = \$.3347) (ITEM 3), averaged \$.1272 for Mar. (\$967/7600 KWH = \$.1272) (ITEM 4), averaged \$.1151 for Apr. (\$1105/9600 KWH = \$.1151) (ITEM 5) & averaged \$.1011 for May (\$1235/12600 KWH = \$.1011) (ITEM 6). Prior to switching to Champion Energy, our average KWH cost was based upon total cost & was continually going down as our usage increased. The rep ensured me our savings would be huge and our cost based upon the total bill amount would only be \$.0922 (Total bill amount / KWH = \$.0922). He said he would fix the rate so it would never be above \$.0922. He indicated based upon our previous bills we would save 10-30%. Unfortunately, he would not put any of this in writing and said it would all be spelled out in the contract. As he indicated, basically instead of paying Ohio Edison we would pay Champion Energy. I said this was a no brainer & signed the contract on Apr. 1 (ITEM 24-33). When we received the 1st bill from Champion, we realized we were duped and the \$.0922 was not based on the total bill like previous bills but only on the KWH used [June (\$1529/11200 KWH = \$.1365) (ITEM 7)]. This was never broken out before but always showed as a total (ITEM 3, 4, 5). The \$.0922 was not based upon the total bill but only on the KWH portion used and was reported differently after we signed the contract. We were already only paying \$.0623 per KWH used (ITEM 6). The rep knew he was intentionally misleading me and if I signed up he would receive a commission & we would be end up paying over 47% more for our electricity and not save anything at all as he promised. This was never disclosed. AIM was only paying \$.0623 with First Energy (ITEM 6). There is no way anyone would agree to pay 48% more (\$.0922 Champion Price versus \$.0623 First Energy Price) for the same service. If the rep called me and said, I work for a great company and we are getting people to switch from their current provider and only charging them 48% more for the same electricity, I nor anyone else with a sound mind would ever switch. The only reason I switched was because I trusted the rep was an expert in his field and after analyzing our bills was being truthful when he said we would have a huge savings if we switched to Champion. I was also told if I did not like the service or was dissatisfied, I could cancel and switch back at any time. This was true, except I found out that if I cancelled there was a large cancel fee. I have an email (ITEM 34) from another energy supplier from June 2015 and they also knew the \$.0922 rate was not a fair & reasonable rate and that it was apparent we were being gouged compared to what other companies were charging for electric usage. When I called Champion to explain how I was duped & misled, they told me I signed a contract & if I cancelled the contract, it would cost me between \$1,200 and \$2,400. I asked Champion Energy to adjust my rate to receive a lower and reasonable rate. They said there is no way that they would lower my rate and basically indicated I was a sucker and was stuck with my contract. I was upset & let it go. After revisiting and adding up the electric bills, I was shocked when I discovered that we significantly overpaid for 13 months & it was a significant amount totaling \$4,348.91. Even, though I would have been forced to pay \$1,200-\$2,400 to cancel, I should have cancelled the account 13 months ago and filed a formal complaint with PUCO to recover my cancel fee cost. The fact that the company mislead me, falsely presented information and withheld information to encourage me to sign their contract, I am requesting a full refund for the overcharge in the amount of \$4,348.91 + waive the \$600 cancel fee as already promised (ITEM 23). I invoiced Champion Energy for \$4,948.91 and provided a copy of all our bills and a spreadsheet detailing what we were paying them as compared to what we should be paying (Invoice 2151, supporting documents ITEM 1-22). I tried to settle with Champion outside of court and they would not work with me to pay back any portion of the overcharge and were only willing to waive the cancel fee (EMAILS ITEM 35-50). Thank you for your consideration in this matter.

SEE ATTACHED WORD DOCUMENT FOR EASIER READING OF THE ABOVE TEXT

Wherefore Plaintiff prays judgment against Defendant in the sum of \$ 4,948.91, plus interest from the 1 day of Sep., 20 16, at the rate of 2% % and costs

THE STATE OF OHIO

COUNTY OF Portage

) ss.

AFFIDAVIT OF COMPLAINANT'S CLAIM

MARK J. HAWALD being first duly sworn, on oath states that they are the Plaintiff(s) in the above entitled cause; that the said cause is for the payment of money, that the nature of Plaintiff's demand is as stated, and that there is due to the Plaintiff(s) from the Defendant(s) the amount stated above.

Plaintiff's signature

Subscribed and sworn to before me this 28 day of October, 2016

Jill Fankhauser
Clerk, Deputy Clerk, Notary Public

PORTAGE COUNTY MUNICIPAL COURT
KENT BRANCH
303 EAST MAIN STREET
KENT OH 44240
330.678.9170

FILED
www.co.portage.oh.us
PORTAGE COUNTY MUNICIPAL COURT
OCT 28 2016
JILL FANKHAUSER, Clerk
RAVENNA, OH

PORTAGE COUNTY MUNICIPAL COURT
RAVENNA BRANCH
203 WEST MAIN STREET PO BOX 958
RAVENNA OH 44266
330.297.3635

SMALL CLAIM COMPLAINT AND STATEMENT OF CLAIM

16CV#2903R CASE NO.

Plaintiff Advanced Innovative Manufacturing, Inc. (DBA AIM) Defendant Champion Energy Services, Inc.
Address 116 Lena Drive Address 1500 Rankin Rd. Suite 200
Aurora, Ohio 44202 Houston, TX 77073
Mark J. Hawald, CFO
Phone No. 440-759-2034 Fax No.
Email address: mark.j.hawald@a-i-mfg.com PhoneNo. 888-653-0090

Plaintiff Defendant
Address Address
Phone No. Fax No. PhoneNo.
Email address:

Is the DEFENDANT presently in the military or naval service of the United States: ☐ Yes ☒ No

STATEMENT OF CLAIM (IF ACCOUNT, COPY ATTACHED)

Mark Hawald, CFO of AIM was contacted by Champion Energy as a cold call to convince AIM to change our electric provider. I did not want to be bothered but the rep was persistent & insisted he would save us money & guaranteed we would after he reviewed our bills. Based upon the total Ohio Edison Consumption & total bill amount, AIM averaged \$.3347 for Feb. (\$1205/3600 KWH = \$.3347) (ITEM 3), averaged \$.1272 for Mar. (\$967/7600 KWH = \$.1272) (ITEM 4), averaged \$.1151 for Apr. (\$1105/9600 KWH = \$.1151) (ITEM 5) & averaged \$.1011 for May (\$1295/12600 KWH = \$.1011) (ITEM 6). Prior to switching to Champion Energy, our average KWH cost was based upon total cost & was continually going down as our usage increased. The rep ensured me our savings would be huge and our cost based upon the total bill amount would only be \$.0922 (Total bill amount / KWH = \$.0922). He said he would fix the rate so it would never be above \$.0922. He indicated based upon our previous bills we would save 10-30%. Unfortunately, he would not put any of this in writing and said it would all be spelled out in the contract. As he indicated, basically instead of paying Ohio Edison we would pay Champion Energy. I said this was a no brainer & signed the contract on Apr. 1 (ITEM 24-33). When we received the 1st bill from Champion, we realized we were duped and the \$.0922 was not based on the total bill like previous bills but only on the KWH used [June (\$1529/11200 KWH = \$.1365) (ITEM 7)]. This was never broken out before but always showed as a total (ITEM 3, 4, 5). The \$.0922 was not based upon the total bill but only on the KWH portion used and was reported differently after we signed the contract. We were already only paying \$.0623 per KWH used (ITEM 6). The rep knew he was intentionally misleading me and if I signed up he would receive a commission & we would be end up paying over 47% more for our electricity and not save anything at all as he promised. This was never disclosed. AIM was only paying \$.0623 with First Energy (ITEM 6). There is no way anyone would agree to pay 48% more (\$.0922 Champion Price versus \$.0623 First Energy Price) for the same service. If the rep called me and said, I work for a great company and we are getting people to switch from their current provider and only charging them 48% more for the same electricity, I nor anyone else with a sound mind would ever switch. The only reason I switched was because I trusted the rep was an expert in his field and after analyzing our bills was being truthful when he said we would have a huge savings if we switched to Champion. I was also told if I did not like the service or was dissatisfied, I could cancel and switch back at any time. This was true, except I found out that if I cancelled there was a large cancel fee. I have an email (ITEM 34) from another energy supplier from June 2015 and they also knew the \$.0922 rate was not a fair & reasonable rate and that it was apparent we were being gouged compared to what other companies were charging for electric usage. When I called Champion to explain how I was duped & mislead, they told me I signed a contract & if I cancelled the contract, it would cost me between \$1,200 and \$2,400. I asked Champion Energy to adjust my rate to receive a lower and reasonable rate. They said there is no way that they would lower my rate and basically indicated I was a sucker and was stuck with my contract. I was upset & let it go. After revisiting and adding up the electric bills, I was shocked when I discovered that we significantly overpaid for 13 months & it was a significant amount totaling \$4,348.91. Even, though I would have been forced to pay \$1,200-\$2,400 to cancel, I should have cancelled the account 13 months ago and filed a formal complaint with PUCO to recover my cancel fee cost. The fact that the company mislead me, falsely presented information and withheld information to encourage me to sign their contract, I am requesting a full refund for the overcharge in the amount of \$4,348.91 + waive the \$600 cancel fee as already promised (ITEM 23). I invoiced Champion Energy for \$4,948.91 and provided a copy of all our bills and a spreadsheet detailing what we were paying them as compared to what we should be paying (Invoice 2151, supporting documents ITEM 1-22). I tried to settle with Champion outside of court and they would not work with me to pay back any portion of the overcharge and were only willing to waive the cancel fee (EMAILS ITEM 35-50). Thank you for your consideration in this matter.

SEE ATTACHED WORD DOCUMENT FOR EASIER READING OF THE ABOVE TEXT

Wherefore Plaintiff prays judgment against Defendant in the sum of \$ \$4,948.91, plus interest from the 1 day of Sep. 20 16, at the rate of 2% % and costs

THE STATE OF OHIO)
COUNTY OF) ss. AFFIDAVIT OF COMPLAINANT'S CLAIM
being first duly sworn, on oath states that they are the Plaintiff(s) in the above entitled cause; that the said cause is for the payment of money, that the nature of Plaintiff's demand is as stated, and that there is due to the Plaintiff(s) from the Defendant(s) the amount stated above.

Plaintiff's signature
Subscribed and sworn to before me this day of 20
Clerk, Deputy Clerk, Notary Public

Mark Hawald, CFO of AIM was contacted by Champion Energy as a cold call to convince AIM to change our electric provider. I did not want to be bothered but the rep was persistent & insisted he would save us money & guaranteed we would after he reviewed our bills. Based upon the total Ohio Edison Consumption & total bill amount, AIM averaged \$.3347 for Feb. ($\$1205/3600 \text{ KWH} = \$.3347$) (ITEM 3), averaged \$.1272 for Mar. ($\$967/7600 \text{ KWH} = \$.1272$) (ITEM 4), averaged \$.1151 for Apr. ($\$1105/9600 \text{ KWH} = \$.1151$) (ITEM 5) & averaged \$.1011 for May ($\$1295/12800 \text{ KWH} = \$.1011$) (ITEM 6). Prior to switching to Champion Energy, our average KWH cost was based upon total cost & was continually going down as our usage increased. The rep ensured me our savings would be huge and our cost based upon the total bill amount would only be \$.0922 (Total bill amount /KWH= \$.0922). He said he would fix the rate so it would never be above \$.0922. He indicated based upon our previous bills we would save 10-30%. Unfortunately, he would not put any of this in writing and said it would all be spelled out in the contract. As he indicated, basically instead of paying Ohio Edison we would pay Champion Energy. I said this was a no brainer & signed the contract on Apr.1 (ITEM 24-33). When we received the 1st bill from Champion, we realized we were duped and the \$.0922 was not based on the total bill like previous bills but only on the KWH used [June ($\$1529/11200 \text{ KWH} = \$.1365$) (ITEM 7)]. This was never broken out before but always showed as a total (ITEM 3, 4, 5). The \$.0922 was not based upon the total bill but only on the KWH portion used and was reported differently after we signed the contract. We were already only paying \$.0623 per KWH used (ITEM 6). The rep knew he was intentionally misleading me and if I signed up he would receive a commission & we would be end up paying over 47% more for our electricity and not save anything at all as he promised. This was never disclosed. AIM was only paying \$.0623 with First Energy (ITEM 6). There is no way anyone would agree to pay 48% more (\$.0922 Champion Price versus \$.0623 First Energy Price) for the same service. If the rep called me and said, I work for a great company and we are getting people to switch from their current provider and only charging them 48% more for the same electricity, I nor anyone else with a sound mind would ever switch. The only reason I switched was because I trusted the rep was an expert in his field and after analyzing our bills was being truthful when he said we would have a huge savings if we switched to Champion. I was also told if I did not like the service or was dissatisfied, I could cancel and switch back at any time. This was true, except I found out that if I cancelled there was a large cancel fee. I have an email (ITEM 34) from another energy supplier from June 2015 and they also knew the \$.0922 rate was not a fair & reasonable rate and that it was apparent we were being gouged compared to what other companies were charging for electric usage. When I called Champion to explain how I was duped & mislead, they told me I signed a contract & if I cancelled the contract, it would cost me between \$1,200 and \$2,400. I asked Champion Energy to adjust my rate to receive a lower and reasonable rate. They said there is no way that they would lower my rate and basically indicated I was a sucker and was stuck with my contract. I was upset & let it go. After revisiting and adding up the electric bills, I was shocked when I discovered that we significantly overpaid for 13 months & it was a significant amount totaling \$4,348.91. Even, though I would have been forced to pay \$1,200-\$2,400 to cancel, I should have cancelled the account 13 months ago and filed a formal complaint with PUCO to recover my cancel fee cost. The fact that the company mislead me, falsely presented information and withheld information to encourage me to sign their contract, I am requesting a full refund for the overcharge in the amount of \$4,348.91 + waive the \$600 cancel fee as already promised (ITEM 23). I invoiced Champion Energy for \$4,948.91 and provided a copy of all our bills and a spreadsheet detailing what we were paying them as compared to what we should be paying (Invoice 2151, supporting documents ITEM 1-22). I tried to settle with Champion outside of court and they would not work with me to pay back any portion of the overcharge and were only willing to waive the cancel fee (EMAILS ITEM 35-50). Thank you for your consideration in this matter.

**CALL THE COURT A DAY OR TWO BEFORE YOUR HEARING DATE TO MAKE
SURE YOUR TRIAL IS GOING FORWARD**

PORTAGE COUNTY MUNICIPAL COURT
203 WEST MAIN STREET
RAVENNA OHIO 44266
330.297.3635
www.co.portage.oh.us

NOTICE TO DEFENDANT

**IF YOU FEEL YOU OWE THE AMOUNT CLAIMED BY THE PLAINTIFF AND YOU WISH TO
PAY, YOU MAY DO SO BY:**

1. CONTACTING THE ATTORNEY FOR THE PLAINTIFF AND MAKE PAYMENT DIRECTLY TO HIM. YOU SHOULD BE PREPARED TO PAY THE AMOUNT OF THE CLAIM, INTEREST (IF ANY IS CLAIMED), AND ALL COURT COSTS INCURRED IN FILING THE CLAIM.
2. CONTACTING THE PLAINTIFF (ONLY IF THERE IS NO ATTORNEY FOR THE PLAINTIFF). YOU SHOULD ALSO BE PREPARED TO PAY THE AMOUNT OF THE CLAIM, INTEREST (IF ANY IS CLAIMED), AND ALL COURT COSTS INCURRED IN FILING THE CLAIM.
3. THE PLAINTIFF OR THE PLAINTIFF'S ATTORNEY AT THEIR DISCRETION MAY ACCEPT PAYMENTS.

YOU MAY PAY EITHER BEFORE THE COURT DATE OR AFTER

IF YOU ASK FOR A CONTINUANCE, AND IT IS GRANTED, IT IS YOUR RESPONSIBILITY TO
CONTACT THE OTHER PARTY TO LET THEM KNOW THE CASE WILL NOT GO FORWARD

IF YOU FIND THAT YOU NEED TO REPRESENT YOURSELF, THERE IS USEFUL INFORMATION
AVAILABLE ON THE OHIO JUDICIAL CONFERENCE WEBSITE:

<http://www.ohiojudges.org/citizen-guide-brochures>

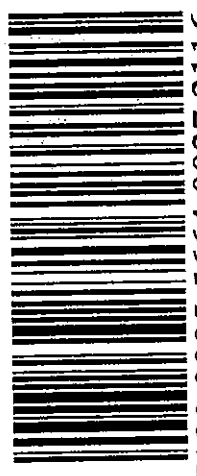
THE CLERK'S STAFF IS NOT PERMITTED TO GIVE ANY LEGAL ADVICE.

#65
JILL FANKHAUSER, CLERK OF COURTS
PORTAGE COUNTY MUNICIPAL COURT
CIVIL DIVISION
P.O. Box 958
RAVENNA, OHIO 44266-0958



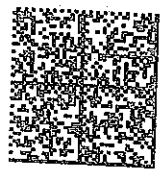
2016CVI02903R

CERTIFIED MAIL



91 7190 0005 5664 0037 3116

CHAMPION ENERGY SERVICES INC
1500 RANKIN RD SUITE 200
HOUSTON, TX 77073



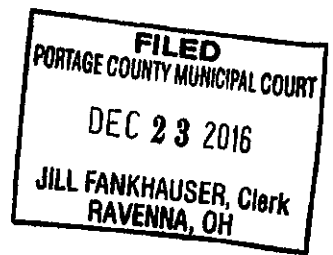
U.S. POSTAGE PITNEY BOWES
ZIP 44266 \$ 005.32⁵
02 4W
0000339429 NOV 04 2016

7707334807 0005 7707334807 0005 7707334807 0005

ATTACHMENT B

Magistrate's Decision

PORTAGE COUNTY MUNICIPAL COURT
203 WEST MAIN STREET PO BOX 958
RAVENNA, OHIO 44266-0958
PHONE (330) 297-3635 FAX (330) 297-3526
www.co.portage.oh.us



ADVANCED INNOVATIVE MANUFACTURING
INC
DBA AIM

PLAINTIFF

VS

CHAMPION ENERGY SERVICES INC

CASE NO: 2016CVI02903R

DECISION OF THE MAGISTRATE

DEFENDANT

The above action came on for hearing before the Magistrate, on this December 16, 2016,
and the Magistrate decides as follows:

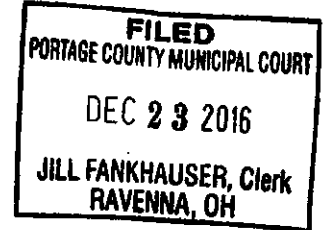
- () Defendant failed to appear. Plaintiff appeared, presented evidence. Default judgment for Plaintiff for \$ _____ and costs. Plus interest at _____ % from _____.
- () Neither party appeared. Case dismissed for want of prosecution. Costs assessed to Plaintiff.
- () Both parties appeared: Trial held. Judgment for Plaintiff in the amount of \$ _____ and costs. (Plus interest at _____ % from _____.)
- ☒ Both parties appeared. Trial held. Plaintiff failed to prove by a preponderance of the evidence the allegations in the complaint. Judgment for Defendant. Case dismissed. Costs assessed to Plaintiff.
- () Both parties appeared. Defendant admitted claim in open court. Judgment for Plaintiff in the amount of \$ _____ and costs. (Plus interest at _____ % from _____.)
- () Execution stayed if Defendant complies with the following deferred payment order: Defendant to pay (Plaintiff) or (Court) \$ _____ on _____ and \$ _____ each _____ thereafter until claim and costs are paid.
- () Case dismissed. Costs assessed to Plaintiff.
- () For good cause shown, case continued. Re-assign for trial.
- () Case ordered transferred to regular civil docket.


Magistrate

EITHER PARTY MAY OBJECT TO THE ABOVE DECISION BY FILING WRITTEN OBJECTIONS WITH THE CLERK OF COURTS WITHIN FOURTEEN (14) DAYS AFTER THE DATE TIME STAMPED ABOVE, OR WITHIN FOURTEEN (14) DAYS AFTER WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW ARE ISSUED, IF REQUESTED. A PARTY SHALL NOT ASSIGN AN ERROR ON APPEAL THE COURT'S ADOPTION OF ANY FACTUAL FINDING OR LEGAL CONCLUSION, WHETHER OR NOT SPECIFICALLY DESIGNATED AS A FINDING OF FACT OR CONCLUSION OF LAW UNDER CIV. R. 53(D)(3)(a)(iii), UNLESS THE PARTY TIMELY AND SPECIFICALLY OBJECTS TO THAT FACTUAL FINDING OR LEGAL CONCLUSION AS REQUIRED BY CIV. R. 53(D)(3)(b).

PORTAGE COUNTY MUNICIPAL COURT

**203 WEST MAIN STREET PO BOX 958
RAVENNA, OHIO 44266-0958
PHONE (330) 297-3635 FAX (330) 297-3526
www.co.portage.oh.us**



CASE #:2016CVI02903R

ADVANCED INNOVATIVE MANUFACTURING INC
DBA AIM
PLAINTIFF

VS

JUDGMENT ENTRY

CHAMPION ENERGY SERVICES INC
DEFENDANT

THE COURT, HAVING REVIEWED THE DECISION OF THE MAGISTRATE, APPROVES
AND HEREBY ORDERS, ADJUDGES, AND DECREES THAT THE SAME BE ENTERED OF
RECORD AND MADE AN ORDER OF THE COURT. EITHER PARTY MAY FILE OBJECTIONS
TO THE MAGISTRATE'S DECISION WITHIN 14 DAYS OF THE FILING DATE OF THE
MAGISTRATE'S DECISION.

THIS IS A FINAL APPEALABLE ORDER. THE CLERK SHALL JOURNALIZE THIS JUDGMENT
AND DATE OF SUCH JOURNALIZATION AND SHALL NOTIFY ALL PARTIES NOT IN
DEFAULT OF SAID JUDGMENT IN ACCORDANCE WITH CIV. R 58 (B).

IT IS SO ORDERED.

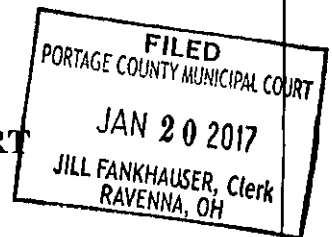
A handwritten signature in black ink, appearing to read "Dana G. Gies", written over a horizontal line.

JUDGE
PORTAGE COUNTY MUNICIPAL COURT

ATTACHMENT C

Civil Judgment

PORTAGE COUNTY MUNICIPAL COURT
RAVENNA DIVISION



ADVANCED INNOVATIVE
MANUFACTURING INC.

PLAINTIFF

-VS-

CHAMPION ENERGY
SERVICES INC.

DEFENDANT

CASE NO. R 2016 CVI 2903

JUDGE BARBARA R. OSWICK

JUDGMENT ENTRY

Plaintiff's Objections to Magistrate's Findings are an effort to supplement the record after trial. No grounds exist in this case to permit supplementation.

Therefore, the Court overrules Plaintiff's Objections.

Judgment stands.

IT IS SO ORDERED.

BARBARA R. OSWICK, JUDGE
January 20, 2017

This Order or Decision was mailed by
ordinary mail/fax/e-mail to attys/parties
by the clerk on 1-23-17

Jill Fankhauser, Clerk of Courts
By *CS* Deputy Clerk

CERTIFICATE OF SERVICE
Advanced Innovative Manufacturing, Inc. d/b/a A.I.M. v.
Champion Energy Services, LLC
Case No. 16-2340-EL-CSS

I certify that a true and correct copy of the foregoing *Motion to Dismiss* was served via
First Class Mail, postage prepaid, on this 3rd day of March, 2017, to the following:

ADVANCED INNOVATIVE
MANUFACTURING, INC.
d/b/a A.I.M.
116 Lena Drive
Aurora, OH 44202
mark.j.hawald@a-i-mfg.com

/s/ Michael R. Nelson
Michael R. Nelson

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/3/2017 2:11:49 PM

in

Case No(s). 16-2340-EL-CSS

Summary: Motion Champion Energy Services, LLC's Motion to Dismiss electronically filed by Ms. Sarah K Merrick on behalf of Champion Energy Services, LLC