

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of Gregory P. Weaver,	)	
	)	
	)	
Complainant,	)	
	)	Case No. 18-1414-EL-CSS
v.	)	
	)	
North American Power and Gas, LLC,	)	
	)	
Respondent.	)	

**ANSWER**

For its answer to the September 11, 2018 Complaint filed by Gregory P. Weaver (“Complainant”), North American Power and Gas, LLC (“NAP&G”) asserts the following answers and defenses:

**FIRST DEFENSE**

1. As to the first introductory paragraph of the Complaint, upon information and belief, NAP&G admits that Complainant initiated an informal complaint at the Public Utilities Commission of Ohio (“Commission”). NAP&G is without sufficient knowledge to enable it to either admit or deny the remaining allegations, and therefore denies the remaining allegations in the first unnumbered, introductory paragraph of the Complaint.

2. As to the “Summary” paragraphs of the complaint, NAP&G admits that Complainant entered into a contract with NAP&G for a supply of electricity at a fixed-rate of \$0.0479/kWh for a period of six months. The fixed rate was in effect June 2017 through November 2017. Further answering, NAP&G states that Complainant did not terminate the

contract or take other action prior to the expiration of that six-month period, that the contract continued on a month-to-month basis at a variable rate, and that Complainant terminated the contract with NAP&G in April 2018. Further answering, NAP&G denies any allegation that it is not in compliance with Ohio statutes. NAP&G is without sufficient knowledge to enable it to either admit or deny the remaining allegations in the “Summary” paragraphs and denies those remaining allegations.

3. As to the paragraphs in the “Statute” paragraphs of the Complaint, the code sections speak for themselves and no response to them is warranted. Further answering, NAP&G sent Complainant a notice in advance of the expiration of the six-month period, informing him that the charges for the electricity supply would change to a variable rate after the six-month term ended, unless Complainant took affirmative action otherwise, NAP&G provided a copy of that notice to Ms. Mack, and the Ohio Administrative Code rules and the NAP&G contract speak for themselves. NAP&G denies the remaining allegations in the “Statute” paragraphs.

4. As to the “Rate” paragraphs of the Complaint, NAP&G admits that the rates in the third column of the table on page 4 are the rates per kWh that NAP charged Complainant for competitive retail electric service June 2017 through April 2018, and denies the remaining allegations in the “Statute” paragraphs.

5. As to the “Resolution” paragraphs of the Complaint, NAP&G denies any allegations made in the “Resolution” paragraphs and Complainant’s requested relief.

6. As to the copy of Complainant’s electric bill attached to the Complaint, NAP&G states that it speaks for itself and no further response is warranted.

7. NAP&G denies each and every allegation in the Complaint not expressly admitted to be true in this Answer.

#### **SECOND DEFENSE**

8. The Commission does not have subject matter jurisdiction over some or all of the claims in the Complaint.

#### **THIRD DEFENSE**

9. The Commission does not have personal jurisdiction over NAP&G as to some or all of the claims in the Complaint.

#### **FOURTH DEFENSE**

10. The Complainant lacks standing to bring the Complaint.

#### **FIFTH DEFENSE**

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

#### **SIXTH DEFENSE**

12. The Commission is without jurisdiction to award some or all of what Complainant requests, including a formal apology, a commitment for NAP&G to change business practices, monetary damages, or damages for Complainant's time and travel.

#### **SEVENTH DEFENSE**

13. Any relief Complainant may seek under the contract is limited by the contract terms.

## **EIGHTH DEFENSE**

14. 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 23<sup>rd</sup> day of October 2018, as follows:

- Via regular U.S. Mail to Gregory P. Weaver, 2870 Chatham Road, Pepper Pike, Ohio 44124.

/s/ Gretchen L. Petrucci

Gretchen L. Petrucci

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

**Commission of Ohio Docketing Information System on**

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**Case No(s). 18-1414-EL-CSS**

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