

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

**IN THE MATTER OF THE COMPLAINT OF  
INTERSTATE GAS SUPPLY, INC. D/B/A  
IGS ENERGY,**

**COMPLAINANT,**

**v.**

**CASE NO. 17-2452-GE-CSS**

**TITAN GAS LLC D/B/A TITAN GAS &  
POWER,**

**RESPONDENT.**

**ENTRY**

Entered in the Journal on February 6, 2019

**I. SUMMARY**

{¶ 1} The Commission grants the motion to dismiss the complaint with prejudice, as the issues in the case have been resolved.

**II. DISCUSSION**

{¶ 2} Pursuant to R.C. 4905.26, the Commission has authority to consider written complaints filed against a public utility by any person or corporation regarding any rate, service, regulation, or practice relating to any service furnished by the public utility that is in any respect unjust, unreasonable, insufficient, or unjustly discriminatory. Pursuant to R.C. 4928.16 and 4929.24, the Commission has jurisdiction under R.C. 4905.26, upon complaint of any person, regarding the provision by an electric services company and retail natural gas supplier subject to certification under R.C. 4928.08 and 4929.20 of any service for which it is subject to certification.

{¶ 3} Complainant, Interstate Gas Supply, Inc. d/b/a IGS Energy (IGS), and Respondent, Titan Gas LLC d/b/a Titan Gas & Power (Titan), are retail natural gas suppliers, as defined in R.C. 4929.01, and electric services companies, as defined in R.C. 4928.01, and, as such, are subject to the jurisdiction of this Commission.

{¶ 4} On December 1, 2017, IGS filed a complaint against Titan alleging that Titan violated Ohio law by contacting IGS' customers and engaging in misleading and deceptive sales and marketing practices. Specifically, IGS stated that, starting on or about August 9, 2017, Titan's sales representatives began contacting IGS' customers via telephone, and represented to those customers that the caller was an account manager employed by "IDS Energy." However, according to IGS, "IDS Energy" is not affiliated with Titan, nor is it registered with the Ohio Secretary of State or certified by the Commission to conduct business in Ohio. Further, IGS stated that, as part of its sales pitch to IGS' customers, Titan's representatives informed the customer that his or her low fixed rate plan had expired and would rollover to a variable rate plan that could go very high in any given month. IGS stated that the representative then offered to renew the low fixed rate so long as the customer contacted Titan immediately to discuss his or her account in more detail. IGS claimed that Titan acted with intent to mislead IGS' customers into believing that Titan was affiliated with IGS so that IGS' customers would call Titan to inquire about the status of their account. IGS further claimed that Titan then solicited IGS' customers with a different offer to enroll with Titan's products and services.

{¶ 5} Titan filed its answer on December 22, 2017, along with a motion to dismiss the complaint. In its answer, Titan admitted some and denied other allegations in the complaint. Titan also set forth in the answer several affirmative defenses.

{¶ 6} A settlement conference was held on March 8, 2018.

{¶ 7} On December 21, 2018, the parties filed a joint motion to dismiss the complaint with prejudice. In the motion, the parties state that they have resolved all issues in the complaint. According to the joint motion to dismiss, the parties note that, prior to the complaint's filing, Titan had voluntarily terminated its third-party sales vendors and suspended third-party sales channels in Ohio for violating its code of conduct. The parties further note that, as part of their settlement agreement, Titan will continue its voluntary suspension of residential sales channels in Ohio for a total period of 24 months and not

recommence residential sales until Staff has reviewed Titan's compliance and quality assurance procedures. According to the parties, Titan will also compensate IGS for any customers that may have been enrolled with Titan by the sales agents responsible for violating Titan's code of conduct, as well as waive termination fees for customers that may have been enrolled with Titan by sales agents responsible for violating its code of conduct.

{¶ 8} The Commission finds that the parties' joint motion to dismiss the complaint with prejudice is reasonable and should be granted.

### III. ORDER

{¶ 9} It is, therefore,

{¶ 10} ORDERED, That the joint motion to dismiss the complaint with prejudice be granted. It is, further,


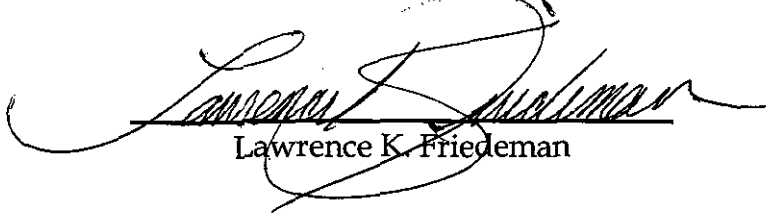
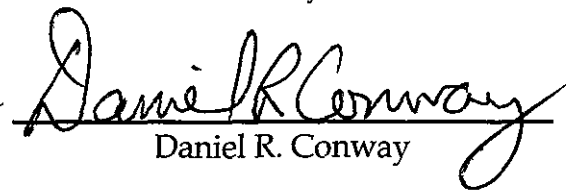
{¶ 11} ORDERED, That this case be dismissed and closed of record. It is, further,

{¶ 12} ORDERED, That a copy of this Entry be served upon all parties of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO



Asim Z. Haque, Chairman

  
M. Beth Trombold  
Thomas W. Johnson  
Lawrence K. Friedeman  
Daniel R. Conway

LLA/hac

Entered in the Journal

FEB - 6 2019



Tanowa M. Troupe  
Secretary