

THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE COMPLAINT OF
SOM R. SONI, DBA ADTECH SYSTEMS
RESEARCH, INC.,

COMPLAINANT,

CASE NO. 21-341-EL-CSS

v.

ELIGO ENERGY OH, LLC,

RESPONDENT.

ENTRY

Entered in the Journal on June 22, 2021

{¶ 1} 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. Additionally, pursuant to R.C. 4928.16, the Commission has jurisdiction under R.C. 4905.26, upon complaint of any person, regarding the provision of by an electric services company subject to certification under R.C. 4928.08 of any service for which it is subject to certification.

{¶ 2} Eligo Energy OH, LLC (Eligo) is an electric services company as defined in R.C. 4928.01 and is certified to provide competitive retail electric service under 4928.08. Accordingly, Eligo is subject to the Commission's jurisdiction.

{¶ 3} On April 6, 2021, Som R. Soni, dba AdTech Systems Research Inc. (Complainant or Mr. Soni) initiated a complaint against Eligo alleging that Eligo charged unreasonable rates. Complainant states that the electric contract with Eligo was for a rate of \$.04837/kWh, and the contract expired on August 2020. Mr. Soni also states that he is high risk for Covid-19 and has experienced other health issues that caused him to avoid going to the rental office. Complainant also alleges that Eligo did not inform him via email or telephone that the contract expired. Complainant also alleges that Eligo included in fine

print on the electric bill that the rate increases to \$.14/kWh after the contract expires, which he believes is an unreasonable rate. Complainant states that he contacted Eligo in early January 2021 but that Eligo continued charging the higher rate of electricity until the end of March 2021. Complainant alleges that it took two to three months to discontinue service with Eligo, which he believes is unfair. Mr. Soni states that he signed another contract with Eligo on February 4, 2021 in hopes of getting an adjustment of prior higher bills. When Eligo did not adjust the prior bills to Mr. Soni's satisfaction, he cancelled the contract. Complainant requests \$8,829 from Eligo, which he claims is the amount charged over the contracted rate from October 27, 2020, through March 26, 2021.

{¶ 4} On April 27, 2021, Eligo filed its answer to the complaint. Eligo admits that Complainant was its commercial electric customer. Eligo states that Complainant enrolled as a customer on July 7, 2017 for a 36-month fixed-rate term. Eligo states that it timely notified the Complainant of the upcoming contract expiration as a message on the bills dated March 23, May 20, and June 24, 2020. Eligo states that it has no record of the Complainant calling to cancel after the contract term expired. Eligo states that it received a call from Complainant on February 3, 2021 to request a re-rate on the higher bills. Eligo states that during that call, Eligo offered Complainant a \$500 refund, which Complainant declined. Eligo states that Complainant re-enrolled in a fixed-rate contract on February 4, 2021, then requested to cancel the contract on February 11, 2021. Eligo states that it processed the cancellation immediately for a service end date of March 23, 2021. Eligo also asserts the affirmative defense that Complainant failed to set forth reasonable grounds for the complaint.

{¶ 5} Consistent with the Commission's longstanding policy to encourage settlement discussions in complaint proceedings before it, the attorney examiner finds that this matter should be scheduled for a settlement conference. The purpose of the settlement conference will be to explore the parties' willingness to negotiate a resolution of this complaint. An attorney examiner from the Commission's legal department will facilitate

the settlement process. However, nothing prohibits either party from initiating settlement negotiations prior to the scheduled settlement conference.

{¶ 6} Accordingly, a telephone settlement conference shall be scheduled for July 27, 2021, at 10:00 a.m. ET. At the designated time of the conference, the parties shall dial 614-721-2972 and enter access code 769 405 390# to join in the mediation event. If a settlement is not reached at the conference, the attorney examiner may conduct a discussion of procedural issues including possible stipulations of fact and potential hearing dates.

{¶ 7} Pursuant to Ohio Adm.Code 4901-1-26(F), the representatives of the public utility shall investigate the issues raised in the complaint prior to the settlement conference. All parties attending the conference shall be prepared to discuss settlement of the issues raised and shall have the requisite authority to settle those issues.

{¶ 8} As is the case in all Commission complaint proceedings, the complainant has the burden of proving the allegations of the complaint. *Grossman v Pub. Util. Comm.*, 5 Ohio St.2d 189, 214 N.E.2d 666 (1966).

{¶ 9} It is, therefore,

{¶ 10} ORDERED, That a settlement conference be scheduled for July 27, 2021, as provided in Paragraph 6. It is, further,

{¶ 11} ORDERED, That a copy of this Entry be served upon each party of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

/s/ Jacky Werman St. John

By: Jacky Werman St. John
Attorney Examiner

GAP/mef

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Case No(s). 21-0341-EL-CSS

Summary: Attorney Examiner Entry scheduling a telephone settlement conference for July 27, 2021, at 10:00 a.m. electronically filed by Ms. Mary E Fischer on behalf of Jacky Werman St. John, Attorney Examiner, Public Utilities Commission of Ohio