

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the	:	
Complaint of:	:	
	:	
Som R. Soni, dba AdTech	:	
Systems Research, Inc.,	:	
	:	
Complainant,	:	
	:	
vs.	:	Case No. 21-0341-EL-CSS
	:	
ELIGO Energy OH, LLC,	:	
	:	
Respondent.	:	

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PROCEEDINGS

before Mr. James Lynn and Ms. Jacky Werman St. John, Attorney Examiners, at the Public Utilities Commission of Ohio, 180 East Broad Street, Room 11-C, Columbus, Ohio, called at 10:03 a.m. on Wednesday, October 27, 2021.

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APPEARANCES:

Ms. Judith A. LaMusga
P.O. Box 340667
Beavercreek, Ohio 45434

On behalf of the Complainant.

Carpenter Lipps & Leland LLP
By Ms. Kimberly W. Bojko
and Mr. Thomas V. Donadio
280 North High Street, Suite 1300
Columbus, Ohio 43215

On behalf of the Respondent.

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1 Wednesday Morning Session,
2 October 27, 2021.

3 - - -

4 EXAMINER ST. JOHN: The Public Utilities
5 Commission of Ohio has set for hearing at this time
6 and place Case No. 21-341-EL-CSS which is captioned
7 in the Matter of the Complaint of Som R. Soni, dba
8 AdTech Systems Research, Inc., versus ELIGO Energy
9 Ohio, LLC.

10 Good morning, everyone. My name is Jacky
11 St. John. With me is Jim Lynn. We are the Attorney
12 Examiners assigned by the Commission to hear the
13 case.

14 And at this time we will take appearances
15 of the parties. First on behalf of the Complainant.

16 MS. LaMUSGA: Judith A. LaMusga, Attorney
17 at Law.

18 MR. SONI: Som Soni.

19 EXAMINER ST. JOHN: Thank you.

20 And on behalf of ELIGO Energy.

21 MS. BOJKO: Thank you, your Honor. On
22 behalf of ELIGO Energy Ohio, LLC, Kimberly W. Bojko,
23 Thomas Donadio with the law firm Carpenter Lipps &
24 Leland, 280 North High Street, Suite 1300, Columbus,
25 Ohio 43215.

1 EXAMINER ST. JOHN: Thank you.

2 And are there any preliminary matters
3 that the parties would like to discuss on the record
4 at this time?

5 MS. BOJKO: No, your Honor.

6 MS. LaMUSGA: No, your Honor.

7 EXAMINER ST. JOHN: Okay. All right. At
8 this time, Ms. LaMusga, please proceed.

9 MS. LaMUSGA: Thank you so much. I think
10 I will call my first witness, Mr. Soni.

11 EXAMINER ST. JOHN: Okay.

12 MS. LaMUSGA: You want to go up. You can
13 take...

14 And, your Honors, given I am not an
15 experienced attorney appearing before the PUCO, I
16 will apologize in advance for any screwup that I
17 manage to hit.

18 EXAMINER ST. JOHN: No need to apologize.

19 MS. LaMUSGA: Thank you so much. You
20 were wonderful in helping me understand a few of the
21 preliminary matters, so I appreciate that.

22 EXAMINER ST. JOHN: It's no problem at
23 all.

24 Mr. Soni, before we get started, I will
25 ask you to please raise your right hand.

1 (Witness sworn.)

2 EXAMINER ST. JOHN: Thank you. Please
3 proceed.

4 MS. LaMUSGA: Thank you.

5 - - -

6 SOM R. SONI

7 being first duly sworn, as prescribed by law, was
8 examined and testified as follows:

9 DIRECT EXAMINATION

10 By Ms. LaMusga:

11 Q. Would you please state your name for the
12 record.

13 A. Som R. Soni.

14 Q. And you want to spell Som for us?

15 A. S-O-M.

16 Q. And your last name is spelled?

17 A. S-O-N-I.

18 Q. And you are representing AdTech?

19 A. Yes, ma'am.

20 Q. And can you give us an address, business
21 address?

22 A. 1342 North Fairfield Road, Beavercreek,
23 Ohio, 1342, 1340, 1342 again so.

24 Q. There are three meters at that address?

25 A. Three meters, yes, ma'am.

1 Q. And so you are giving all three meter
2 addresses. Okay.

3 MS. LaMUSGA: I think that that will do
4 preliminaries.

5 EXAMINER ST. JOHN: Yes.

6 MS. BOJKO: I'm sorry, your Honor. May I
7 have that last answer reread? I didn't hear it.

8 (Record read.)

9 MS. BOJKO: Thank you.

10 Q. (By Ms. LaMusga) All right. Mr. Soni,
11 did you contract with ELIGO for electric service
12 rates?

13 A. Yes, ma'am.

14 Q. And when did you do that?

15 A. It was in July 2017.

16 Q. And how did that come about?

17 A. They had sent me a letter and I just
18 wanted to call them and they gave me good rates and
19 that's how we started.

20 Q. Okay. Did you contract with ELIGO?

21 A. Yes, ma'am.

22 Q. And you got a copy of that contract?

23 A. Yes, ma'am.

24 Q. Could you explain how you got that
25 contract.

1 A. They sent me the copy electronically. I
2 signed it's electronically, so the copy also was sent
3 to me electronically.

4 Q. And how did it get back to ELIGO? Did
5 you send it back electronically?

6 A. No. I don't have to sign. They have
7 electronic signature. You have to go on that and
8 sign and then enter, and it goes back to them also.

9 Q. Okay. Thank you. Thank you. So once
10 you signed the contract, it was in place in 2017.

11 A. 2017.

12 Q. Okay. And I also understand that you
13 received a welcome packet of some kind?

14 A. Welcome pack is that electronic --
15 electronically. It was not a mail, they sent package
16 by mail. There was nothing like package by mail.

17 Q. You got a packet of some kind.

18 A. No. They didn't send any packet as such.
19 So they call it welcome packet.

20 Q. They call it a welcome packet. Was it
21 anything beyond the contract?

22 A. No. It was contract, and also they write
23 a letter welcome onboard and all that.

24 Q. And how did you get -- you got the
25 contract we said electronically; the letter the same

1 way?

2 A. Same.

3 Q. It all came in --

4 A. Yes.

5 Q. And there was -- nothing else was sent to
6 you by ELIGO but that contract and that letter?

7 A. Yes.

8 Q. And that was considered a welcome packet.

9 A. Yes.

10 EXAMINER LYNN: Mr. Soni, before we go
11 forward, you can certainly feel free to sit down.

12 THE WITNESS: Oh, okay. Thank you.

13 MS. BOJKO: Your Honor, to that point he
14 is trailing off at the end of his sentences. Maybe
15 the microphone closer will help.

16 THE WITNESS: Sure.

17 MS. BOJKO: Thank you.

18 THE WITNESS: Thank you.

19 MS. LaMUSGA: Do you need something
20 repeated?

21 MS. BOJKO: No. I'm good. Thank you.

22 MS. LaMUSGA: Thank you.

23 Q. (By Ms. LaMusga) So the contract went in
24 place in 2017. When in 2017? What month? Do you
25 remember?

1 A. I think it was July 2017.

2 Q. Started in August 2017 you began
3 receiving the rate.

4 A. Yeah.

5 Q. Okay. All right. So the contract that
6 you signed was for how long?

7 A. That was for 36 months.

8 Q. And at what rate?

9 A. That is .0853 or something like that.
10 0835.

11 Q. Okay. And that was for all three meters?

12 A. All three meters same rate.

13 Q. Same rate, all right. So you paid that
14 consistently.

15 A. Yeah. I paid always. I had auto
16 deduction from my bank account so that was going from
17 there.

18 Q. So you didn't pay by check.

19 A. No, I didn't pay by check. It was auto
20 deduction.

21 Q. Did you get a bill each month?

22 A. They -- they -- DPL -- DP&L bill comes.
23 They used to send bill.

24 Q. So you received a physical bill, but it
25 was paid by auto pay.

1 A. Auto pay, yes.

2 Q. Did you always check your bank account to
3 see if what was paid agreed with the bill?

4 A. Sometimes I would, sometimes I won't
5 because, see, all this business is based upon thrust,
6 so we don't have trust we don't do business. So
7 that's what it was. I had never had any problem
8 whenever I -- not only that account, there are other
9 accounts also I pay by -- by auto deduction. And
10 there has never been a problem until this situation.

11 Q. So did you have any contact with ELIGO
12 after the contract was signed?

13 A. No contact.

14 Q. Do you remember when was the first time
15 you called ELIGO?

16 A. First time was in 2017 when they had sent
17 me a letter offering that they can do better service
18 for me.

19 Q. All right. So we --

20 A. It was advertisement.

21 Q. Gotcha. '17, '18, '19, '20, '21. Did
22 you contact in '17? '18?

23 A. Never. See, they were getting their
24 bills paid, and from me I didn't have any problem.

25 Q. In '19? 2019?

1 A. No. '19 also I didn't have any problem.

2 Q. 2020, did you contact them?

3 A. 2020, I contacted in -- I think in
4 January 2020 -- no. 2020, also, no, I didn't have
5 any problem with them, so I didn't contact them.

6 Q. Right. Let's talk then about 2021. Did
7 you contact them in 2021?

8 A. I contacted them in 2021.

9 Q. Okay. When was the first time you
10 contracted them -- contacted them?

11 A. I contacted them January 2021.

12 Q. And who did you talk to?

13 A. I talked to their -- one of the service
14 representatives. Her name is -- I don't remember
15 exactly.

16 Q. And why --

17 A. Ladaya, Lagaya or something like that.

18 Q. Why did you call her?

19 A. She actually -- it was a very tricky
20 situation. Once there was a problem with the meter,
21 and DP&L came. They replaced the meter. And after
22 replacing the meter, they sent me a bill also, and it
23 was high price. So I thought I call them and find
24 out what is happening. So I called them and that was
25 on January 4. I called them, and they said somebody

1 will be in touch with me.

2 Q. You called them. Who is them?

3 A. DP&L.

4 Q. Okay.

5 A. So DP&L told me that somebody will be in
6 touch with me. And then I started looking at the
7 other bills, so I saw that there is the rates which
8 ELIGO was charging that was very high rate. And at
9 the time I called their -- actually I -- I had the
10 phone number of the person who sold me -- from ELIGO
11 who sold me this account. I called him, so he
12 connected me to their service representative.

13 Q. Okay.

14 A. So I called to her and told her that --
15 what is going on. My rates are very high and this is
16 what is -- it is -- it has gone from .04835 to 14,
17 .14 per kilowatt-hours.

18 Q. And what was her response for why that
19 happened?

20 A. Then she said that -- let me look into
21 your account and all that, and she said you have been
22 on variable rates, and our variable rates are this.
23 And I said, hey, you never informed me. You are
24 supposed to let me know that your rates are variable
25 rates, your contract is expired. And I had some

1 health issues also and so that was making me not to
2 open mail and all that, and so because of that
3 reason, I was not even looking at the mail.

4 Q. When you said they did not contact you,
5 did you have any kind of expectation on how they
6 would contact you?

7 A. See, I was expecting that when my
8 contract expires, they would -- they would get in
9 touch with me because all my communication had been
10 with them through e-mail, and they had my account.
11 They had everything, and in business, you see, when
12 something happens, you do go out of your way to find
13 what is happening with that customer.

14 Q. So based on the contract that says we can
15 contact you electronically or other ways and they had
16 always contacted you electronically?

17 A. And this thing never happened. They
18 never contacted me after the expiry or even before
19 the expiry of my contract.

20 Q. Okay. So let's talk about the -- you
21 went and looked at the DP&L bills.

22 A. Yes.

23 Q. Okay. And what did the DP&L bills look
24 like?

25 A. DP&L bills are like you see how much is

1 used, that duration uses, and what is the bill, and
2 what date you have to pay, so these are the
3 instructions. They are written.

4 Q. Is there -- how many pages is there to a
5 bill?

6 A. There's two pages, one and back, front
7 and back.

8 Q. Front and back.

9 A. One sheet.

10 Q. So you have to turn over to read the
11 back.

12 A. Yeah.

13 Q. Was there anything on the front
14 concerning your rate by ELIGO?

15 A. No, not at all. Total DP&L, how many
16 use -- how many kilowatt-hours usage is there and
17 multiply by the -- whatever their multiplier is, and
18 then they show -- also they give the total price.

19 Q. So how -- if that's what -- what's on the
20 front, how do you know you were under a variable
21 rate?

22 A. I don't know that. See --

23 Q. You said there's a front and back. What
24 was on the back?

25 A. Back they had very small words. You see

1 that your rate is this or your rate is variable or
 2 something like that. I can show the sample of that.

3 Q. That's all right. We've submitted those
 4 before, so the court and counsel have seen them.

5 A. Sure.

6 Q. So it was on the back.

7 A. Yes.

8 Q. You had to turn it over to read it.

9 A. Yeah.

10 Q. Okay. And do you remember when the
 11 variable rate started?

12 A. I think they are from August, August or
 13 September.

14 MS. BOJKO: Objection, your Honor.

15 EXAMINER LYNN: On what basis, Ms. Bojko?

16 MS. BOJKO: Counsel just stated something
 17 in the record about we have these documents so we've
 18 seen them. You know, I ask if she is going to mark
 19 an exhibit, that we do that.

20 EXAMINER LYNN: All right.

21 MS. BOJKO: I don't know what document
 22 she is talking about. She's making assertions in the
 23 record that I don't think are true.

24 EXAMINER LYNN: Okay. Ms. LaMusga, you
 25 indicated you had I think previously submitted some

1 copies of Mr. Soni's bills.

2 MS. LaMUSGA: That is correct. I
3 submitted them. Based upon a request for discovery
4 from ELIGO, we submitted a number of bills to ELIGO.

5 EXAMINER LYNN: I see.

6 MS. LaMUSGA: Exhibit -- I don't remember
7 what exhibit number.

8 EXAMINER LYNN: Okay. Do you happen to
9 have copies of those with you here today?

10 MS. LaMUSGA: Your Honor, I do.

11 EXAMINER LYNN: Well, then I think what
12 we will do is this, although you submitted them to
13 ELIGO previously, if you are going to refer to them
14 as an exhibit for your client, we'll also have them
15 submitted here on -- you know, on you and your
16 client's behalf as exhibits for your client.

17 MS. LaMUSGA: So I have other exhibits so
18 do you want me -- I can do one bill as an example and
19 submit it as Plaintiff Exhibit D. I gotcha. I do.

20 EXAMINER LYNN: You are referring to
21 Exhibit D meaning -- this would be your first exhibit
22 at least at this hearing, correct? I don't think --

23 MS. LaMUSGA: All right. Let's hold on
24 then.

25 EXAMINER LYNN: Well, I'll say this, if

1 you are going to wait, we can pause for a minute, and
2 if you are going to ask your client any more
3 questions about the bill, we can pause for a minute,
4 make a copy, and that way counsel for ELIGO would be
5 able to look at the same thing at the same time.

6 You know, if you -- there's no problem
7 pausing the proceedings for a moment. But, you know,
8 again, if you are going to refer to a bill, that's
9 fine. We just want to be sure everybody -- everyone
10 can be looking at the same thing at the same time.

11 MS. LaMUSGA: I understand, your Honor.
12 I appreciate that. And certainly in the -- I think I
13 will not ask him any more questions on that because I
14 believe that those will come in under other
15 testimony.

16 EXAMINER LYNN: Well, let me say this,
17 because you did ask some questions about the bill,
18 I'll ask Ms. Bojko, do you want us to pause for a
19 moment and run off a copy of that so if you want to
20 cross-examine the witness, you will know what the
21 bills -- they are looking at the same thing?

22 MS. BOJKO: May we go off the record,
23 your Honor?

24 EXAMINER LYNN: Sure.

25 (Discussion off the record.)

1 EXAMINER ST. JOHN: Let's go back on the
2 record then.

3 EXAMINER LYNN: All right. Ms. LaMusga,
4 please go ahead. Thank you.

5 MS. LaMUSGA: So we are going to use
6 Exhibit -- that they have in their testimony as
7 Exhibit E. That's what I am going to be questioning
8 him from.

9 MS. BOJKO: Yes. I think at this time,
10 if it's okay with the Bench, I will go ahead and on
11 behalf of ELIGO Energy Ohio, LLC, I will mark our
12 first exhibit as Company Exhibit 1 and that Company
13 Exhibit 1 is the direct testimony of Sara J. Erfani,
14 E-R-F-A-N-I, on behalf of ELIGO Energy Ohio, LLC,
15 which was filed with the Commission on October 20,
16 2021.

17 Exhibit 1 has attached exhibits so, your
18 Honor, at this time the attached exhibits I will mark
19 as well. I'll mark as Company Exhibit 1A, Exhibit A
20 to Ms. Erfani's testimony which is the cover letter
21 of the welcome packet and the pricing quote and
22 corresponding documents.

23 And then at this time I will mark as
24 Company Exhibit 1B the bill messages. And then I
25 will mark as Company Exhibit 1C rate history. And I

1 would also like to mark as Company Exhibit D request
 2 for admission responses. And, finally, I would like
 3 to mark as Company Exhibit 1E which appears to be
 4 three utility bills from Dayton Power and Light
 5 Company. May I approach, your Honor?

6 EXAMINER LYNN: You certainly can. Thank
 7 you.

8 EXAMINER ST. JOHN: Yes.

9 MS. LaMUSGA: Thank you.

10 EXAMINER ST. JOHN: Thank you, Ms. Bojko.
 11 Those will be so marked.

12 (EXHIBITS MARKED FOR IDENTIFICATION.)

13 EXAMINER LYNN: Thank you.

14 EXAMINER ST. JOHN: And, Ms. LaMusga, I
 15 understand from our discussion off the record that
 16 the bills that you were discussing with Mr. Soni were
 17 part of Company's Exhibit E; is that correct?

18 MS. LaMUSGA: That is correct, your
 19 Honor.

20 EXAMINER ST. JOHN: Okay. Thank you.
 21 And excuse me. That's Company's Exhibit 1E, I
 22 believe.

23 MS. LaMUSGA: Company Exhibit 1E,
 24 correct.

25 EXAMINER ST. JOHN: Yes.

1 MS. LaMUSGA: That consists of three
2 different bills because of the three meters that are
3 at the one address that Mr. Soni referred to earlier.

4 EXAMINER LYNN: All right.

5 EXAMINER ST. JOHN: Understood. Thank
6 you.

7 MS. LaMUSGA: All right. So I think I've
8 done my questioning with that. We now have the
9 exhibit entered, so we will -- I don't have other
10 questions on the exhibits.

11 EXAMINER LYNN: Okay. Do you have any
12 other questions for your client?

13 MS. LaMUSGA: Yes.

14 EXAMINER LYNN: Okay.

15 MS. LaMUSGA: Yes.

16 EXAMINER LYNN: Please go ahead.

17 MS. LaMUSGA: Not done. Thank you.

18 Q. (By Ms. LaMusga) All right. So the only
19 way you were notified were -- that the contract had
20 expired and that you were on a variable rate was
21 through a -- a sample like what we saw in their
22 Exhibit 1E.

23 A. Yes, ma'am.

24 Q. DP&L bill.

25 A. Yes, ma'am.

1 Q. No other way.

2 A. No other way.

3 Q. Okay. All other documents were sent
4 electronically.

5 A. Yes.

6 MS. LaMUSGA: Okay. All right. So what
7 I would like to do is we have several exhibits that
8 we would like to enter into the record that Mr. Soni
9 is going to testify from. I have listed them as
10 Plaintiff Exhibit A, Plaintiff Exhibit B, and
11 Plaintiff Exhibit C. And I have copies to
12 distribute.

13 EXAMINER LYNN: Thank you.

14 MS. LaMUSGA: May I approach the Bench?

15 EXAMINER LYNN: You certainly can. Thank
16 you.

17 MS. LaMUSGA: And I will give a set to
18 Mr. Soni.

19 EXAMINER ST. JOHN: Thank you.

20 Ms. LaMusga, I just want to note for the record these
21 will be so marked as Plaintiff's Exhibits A, B, and
22 C.

23 MS. LaMUSGA: Please. Yes. Thank you,
24 your Honor.

25 (EXHIBITS MARKED FOR IDENTIFICATION.)

1 Q. (By Ms. LaMusga) All right. Mr. Soni, I
2 am referring to Plaintiff Exhibit A. I believe you
3 have a copy in front of you.

4 A. Yes, ma'am.

5 Q. You got to find your glasses.

6 A. It doesn't want to cooperate with me.

7 EXAMINER LYNN: Take your time.

8 A. Yes, ma'am. Question?

9 Q. Plaintiff Exhibit A, do you recognize
10 this document?

11 A. Yes, ma'am. I have made it myself.

12 Q. That is a document you created?

13 A. Yes, ma'am.

14 Q. And what did you create it from?

15 A. Got all the bills where the variable
16 rates and for each account, usage each month, and
17 applied rates, and also I have used the rates which
18 are -- which are on my contract, on the contract.

19 Q. This is a somewhat confusing chart so
20 let's take it one line at a time, all right? Let's
21 take the first line, the first line and second line
22 there dated 10/20 -- 10/27/2020. Could you explain
23 what those first two -- the two numbers are.

24 A. First one is bill that is 10/27/2020 and
25 then account number and usage count on that account

1 number.

2 Q. What is usage?

3 A. Usage is how many kilowatt-hours have
4 been used.

5 Q. That were on that bill.

6 A. On that bill meter.

7 Q. Those accounts.

8 A. Yes, on that account. If you look at
9 those two, then those two, 2720 and then 880, is the
10 usage that month and the rates which were applied at
11 that time. That is in comparison to the rates which
12 were agreed upon for 36 months.

13 Q. So the applied rate, tell me what that
14 number is and what it means.

15 A. That is applied 067 dollars per
16 kilowatt-hour.

17 Q. And that is the rate applied by ELIGO for
18 the usage for those two bills.

19 A. Yes, ma'am.

20 Q. Okay. Next column.

21 A. And because before that I had the rate
22 .08 -- 04837 and I use that just to find out the
23 change in the rate and what is the difference for
24 this, how much increase they have applied to that
25 bill on the rate. So that is the --

1 Q. So let me just be real clear on this.

2 The rate -- on the fixed rate was 0.04837.

3 A. Yes, ma'am.

4 Q. The rate that was applied for the
5 10/27/20 bill was 0.067.

6 A. Yes, ma'am.

7 Q. You subtracted the two.

8 A. Yes, ma'am.

9 Q. And got an extra charge of 0.01913.

10 A. Yes, ma'am.

11 Q. Go ahead then.

12 A. And based upon that, I calculated using
13 this -- that I calculated how much excess charges
14 they have applied on my bill assuming that the rate
15 is .04837.

16 Q. So what does the 52.0336 mean?

17 A. That is the \$52.03 they have charged
18 extra on that bill.

19 Q. And how did you calculate that?

20 A. That is usage multiplied by the extra
21 charge.

22 Q. So that would be over and above any rate
23 you were charged at the fixed rate.

24 A. Yes, ma'am.

25 Q. So you're claiming that for that first

1 one the credit due is \$52.0336?

2 A. Yes, ma'am.

3 Q. For the second one you're claiming that
4 the credit due on that account is \$16.8344.

5 A. Yes, ma'am.

6 Q. Okay. So let's go down to the next one,
7 11/2. Let's try it across one more time and then
8 we'll --

9 A. Okay. 11/2, that next bill usage is
10 1,600 kilowatt-hour and applied rate was .11536. And
11 if you compare as compared to the earlier contract
12 rate for 36 months, .04837, it was .0669 extra per
13 kilowatt-hour and that amounts to \$107.18 excess
14 charged.

15 Q. So you did the same calculation --

16 A. Yes, ma'am.

17 Q. -- a number of times.

18 A. I did same calculations for each -- each
19 account. I have three accounts and six months, so it
20 is 18 times all these calculations are done.

21 Q. So you did the calculation from 10/27/20
22 to 3/26/2021?

23 A. Yes. These are -- these are the bill --
24 billing date numbers, dates, billing dates.

25 Q. And what were you trying to show with

1 this?

2 A. I am showing that -- let's assume that
3 the rate of my utility charge is .04837. And that is
4 all -- along the time that six months, that is the
5 difference between what I would have paid if I was
6 charged .04837 dollars per kilowatt-hour. And then
7 the total amount they have excess amount, they have
8 charged \$8,829.21.

9 Q. So you -- how did you arrive at that
10 \$8,829.21?

11 A. I added all this on the credit due and
12 added all that, so it comes out to be \$8,829.

13 Q. Okay. So this is showing what you
14 believe you paid in excess when you were in the
15 variable rate period.

16 A. Yes, ma'am.

17 Q. Okay.

18 A. But other than -- during conversation
19 with them, they had offered me a rate which is less
20 than that. That is what is on next column. I have
21 written .04773. They had offered me that for 36
22 months which is even --

23 Q. I'm sorry. I don't see where you are
24 talking about.

25 A. See on the right most column on that I

1 have written offer 21 March. I have written there
2 .04773.

3 Q. So under "Offer" explain to me one more
4 time what that means.

5 A. They had offered me a rate starting from
6 March 21, March 21 onward a rate for 36 months which
7 is .04733 dollars per kilowatt-hour.

8 Q. Okay.

9 EXAMINER LYNN: Mr. Soni, you said they
10 offered that rate. Did you end up accepting that
11 rate?

12 THE WITNESS: Yes, sir. I accepted, but
13 because of my -- they had given me the impression
14 that they will use that rate on my prior year account
15 charges also.

16 EXAMINER LYNN: On your which accounts?

17 THE WITNESS: These accounts because they
18 were charging -- they had charged for six months very
19 high price.

20 EXAMINER LYNN: All right. So --

21 THE WITNESS: And when they didn't agree
22 to that, I said no. I don't want to continue because
23 that was within seven days of my signing the
24 contract.

25 EXAMINER LYNN: Okay. So you initial --

1 you agreed to it initially, and then shortly after
 2 that, you canceled it.

3 THE WITNESS: I canceled because we were
 4 not on same wavelength.

5 EXAMINER LYNN: Okay. I just wanted to
 6 be sure.

7 Q. (By Ms. LaMusga) So this was what, second
 8 contract?

9 A. Yes, ma'am.

10 Q. Thank you. All right. Anything else on
 11 that page that you want to go over?

12 A. No. I think I have covered.

13 Q. All right. Then let me draw your
 14 attention to Plaintiff Exhibit B. Do you recognize
 15 this?

16 A. Yes, ma'am. I have made it myself.

17 Q. This is a calculation you did yourself.

18 A. Yes, ma'am.

19 Q. It's a chart you created.

20 A. Yes, ma'am.

21 Q. Okay. Explain to us what this chart is
 22 about.

23 A. This chart is actually -- if you look at
 24 this chart, it is same -- same things as shown in
 25 Exhibit A but these are placed in an order for each

1 account separate. And same items are used here. I
2 have calculated in addition to the rate extra charge
3 they have charged, I have given a column which is
4 offer also, if you want to see if offer rate
5 compared -- if I use the offer rate instead of the
6 rates which were -- which were on my earlier contract
7 so there is a difference of charges in that case.

8 It's very small difference, not that much difference.

9 Q. All right. Mr. Soni, let's go across so
10 I understand it just one more time so I make sure I
11 understand it and that the court understands it. So
12 let's start with the one that's labeled 3686643130.
13 That's the number for one meter, correct?

14 A. Yes, ma'am.

15 Q. And then the other two, the 24 -- 2408006
16 is the second meter?

17 A. Yes, ma'am.

18 Q. And the third meter 2062279477. So let's
19 take the first meter. If you would, walk us across
20 the 10/27/2020 line.

21 A. That line is how many kilowatt-hours are
22 used in that month. And the rate which ELIGO applied
23 to charge me, that's what .0675 is. And they
24 billed -- total amount they billed was 59.4 and
25 contract rate was 42 and offer rate was 41.98. So

1 there is a difference between the billed rate and the
2 charged rate. Billed -- and if you -- if you use
3 the -- the average rate for 36 months, that is
4 .04837.

5 Q. All right. Let me back up. Let me back
6 up just a little bit. Let me back up because I am
7 starting to get a little bit lost so let me back up
8 one more time. I understand for 10/27/2020 the
9 kilowatts-hours used. The rate applied, billed, that
10 is in dollars, correct?

11 A. Yes, ma'am.

12 Q. So you were billed \$59.40.

13 A. Yes, ma'am.

14 Q. Okay. So your contract rate which was
15 for .04837, that had expired by then.

16 A. Yeah.

17 Q. But that was your fixed rate, you would
18 have paid \$42.56 -- 56 cents; is that correct?

19 A. Yeah, yes.

20 Q. I'm not sure I understand what the next
21 line -- the next column means.

22 A. Next column is if we use the .0477 rate
23 which they had offered me for next contract.

24 Q. All right. It says 0.048. Is that a
25 typo?

1 A. Yeah. It is -- see the number has been
2 rounded from .477 to .48.

3 Q. So that column, the offer should read
4 0.0477 --

5 A. Yes, ma'am.

6 Q. -- 3.

7 A. Yeah.

8 Q. Not 0.48.

9 A. Yes.

10 Q. Is that correct?

11 A. Yeah.

12 Q. So if -- that offer rate for that meter
13 for that bill for that kilowatt-hours, you would have
14 been charged \$41.98.

15 A. Yes, ma'am.

16 MS. BOJKO: Objection. Assumes facts not
17 in evidence.

18 MS. LaMUSGA: Your Honor, he is just
19 merely projecting what might have been. Correct, we
20 are not using it as fact. We are presenting it as
21 here is what might have been if that rate would have
22 been in effect at that point in time.

23 MS. BOJKO: Your Honor, the rate wasn't
24 in effect. It is a completely different time period.
25 I've let the questioning go on for quite a while now.

1 It's very leading. You are leading the witness and
2 that rate is not in effect during that time period.
3 We are talking October 2020.

4 MS. LaMUSGA: That's correct. It was not
5 in place nor was the 0.0473. Neither of those rates
6 were in place. If we are to show what the cost
7 differential would have been, the only way we can do
8 it is to use these kinds of facts and figures in
9 order to show the cost differential that Mr. Soni was
10 charged and might have been charged and that is to
11 say if the old rate had been in place, this is what
12 it would have been.

13 MS. BOJKO: Your Honor, I mean, this is a
14 fact witness. That is not a fact. He is not an
15 expert witness. He is not getting his -- giving
16 testimony opining about what the rate could have been
17 under different circumstances. He is here to only
18 give facts, and under the Rules of Evidence, he has
19 to only give facts.

20 EXAMINER LYNN: Can we go off the record
21 for a minute?

22 (Discussion off the record.)

23 EXAMINER ST. JOHN: Let's go ahead and go
24 back on the record.

25 Ms. Bojko, we are going to overrule your

1 objection at this time. The witness is testifying as
2 to a hypothetical situation. The Commission will
3 give this testimony the weight that it feels that it
4 deserves, so we will allow the testimony to continue
5 at this time.

6 And, you know, Ms. LaMusga, you had noted
7 on the record before we went off the record that, you
8 know, your understanding as well, that this is a
9 hypothetical situation so, you know, given that,
10 we'll go ahead and let you proceed with your
11 questioning of the witness.

12 MS. LaMUSGA: Thank you, your Honor.

13 MS. BOJKO: Thank you, your Honor.

14 Q. (By Ms. LaMusga) So let's look at the
15 last line underneath 3/26/2021. You have three
16 figures there.

17 A. Last line of?

18 Q. Underneath 3/26/2021.

19 A. Yes, ma'am.

20 Q. What is that?

21 A. First one is the total amount which has
22 been paid for this account. And that is the first
23 one. Second one is if --

24 EXAMINER ST. JOHN: Excuse me. I just
25 want to make sure I am following along with exactly

1 what numbers we're talking about here.

2 Q. (By Ms. LaMusga) Can you tell her what
3 number you are talking about?

4 A. The number I am talking about is
5 1,792.584.

6 EXAMINER ST. JOHN: Thank you.

7 A. And that is the way ELIGO has charged me
8 and I have paid that.

9 Q. And how did you arrive at that \$1,792 and
10 58 -- .58 cents?

11 A. That is total of this column 59.4, 75.6,
12 246.4, 503.98, and all those in that column, once you
13 add those, that becomes 1,792.584.

14 MS. BOJKO: Your Honor, I'm sorry. I
15 didn't hear the prior response. Could I have that
16 read back?

17 THE WITNESS: You want me to?

18 (Record read.)

19 Q. Mr. Soni, let's talk about after the set
20 of numbers after the 1,792.584, there is another set
21 of numbers. What are those?

22 A. Those are based upon the rate .04837 per
23 kilowatt-hour. On that rate if you calculate for all
24 these uses on different months and then add that,
25 that becomes \$696.52 -- 528 cents.

1 Q. So that is another total amount?

2 A. Yes, ma'am.

3 Q. And total of -- can you read the numbers
4 that it's totaled from?

5 A. That is -- well, first is \$42.56. Second
6 is \$54.174, \$85.13, and then \$201.21, and then
7 \$193.48, and then \$119.9576. If you add all those,
8 that turns out to be \$696.52 -- 528 cents.

9 Q. All right. So if that rate had
10 hypothetically been in place, that's what you would
11 have paid?

12 A. Yes, ma'am.

13 Q. What about the last column that ends with
14 686.9? What is that?

15 A. That is if we use the rate which they had
16 offered me following 36 months, future 36 months, and
17 using that rate, it turns out to be -- total amount
18 turns out to be \$686.09 -- 90 cents.

19 Q. And let's -- as we have done in the other
20 two columns, let's go over the numbers that total up
21 to that.

22 A. You --

23 Q. In that column what numbers total to
24 686.9?

25 A. 41.98 plus 53.42 plus 83.95 plus 198.4

1 and then 190 plus -- 90.8 and then 118.3. All these
2 totaled becomes 686.9.

3 Q. And that's a hypothetical number.

4 A. Yes.

5 Q. Okay. What -- the next number, what is
6 the next number?

7 A. The next number is the difference between
8 the billed rate and the earlier contract rate, that
9 was first contract rate, so difference between those
10 two is 196 -- \$1,096.056.

11 Q. And the billed rate was that first --
12 what's the billed rate again?

13 A. Point -- billed rate is -- each is
14 different.

15 Q. Yes.

16 A. The billed rate is --

17 Q. Mr. Soni, let me rephrase my question.

18 What is the -- you said it is the difference between
19 the billed and the contract rate. What is the billed
20 amount that you paid?

21 A. Okay. 1,792.58.

22 Q. And what is the contract rate?

23 A. Minus 696.58.

24 Q. Okay. So that last number did not figure
25 into that total.

1 A. Yes.

2 Q. Wait. Let me rephrase. That last
3 number, that 686.90 did not figure into \$1,096.056.

4 A. No.

5 Q. All right.

6 A. That is just to show the difference
7 between contract rate and offer rate.

8 Q. Okay. All right.

9 A. So that is just delta.

10 Q. That's just an if, possibility.

11 A. Yes, that is a possibility.

12 Q. Okay. So the same system follows for the
13 other two meters.

14 A. Yes, ma'am.

15 Q. Okay. I am not going to go through the
16 other two meters. I think that's a little tedious.
17 I think I have covered it pretty well with the first
18 meter. Okay?

19 A. Sure.

20 Q. Let's look at Plaintiff Exhibit C. Do
21 you recognize this?

22 A. Yes, ma'am. I have made it myself.

23 Q. You made it yourself. Tell me what the
24 chart says.

25 A. What I'm trying to show here is we had a

1 contract where the rate was .04837 dollars per
2 kilowatt-hour. Starting from July 2017 and then came
3 the duration between when the variable starts,
4 variable rate starts applying and then increased
5 three times, they become more than three times. And
6 that is the high in between number which I am showing
7 and the right-hand side follow that straight line is
8 the rate which ELIGO had offered me for next 36
9 months --

10 Q. Right.

11 A. -- which I had accepted and then I turned
12 it down because we couldn't be on same wavelength
13 doing business.

14 Q. Gotcha. So I understand, you know, what
15 this chart is. Let me just go back and talk about
16 what do the numbers on the two lines mean? So like
17 the lines where it says .016 where it ends in .0 --
18 .02, what does that mean?

19 A. That is a rate which they charge per
20 kilowatt-hours.

21 Q. Okay.

22 A. And, see, that is if you want -- to where
23 you are -- the dealing is fair, then you see that
24 chart. That shows -- the chart shows if there is
25 inequities or difficulties or something like that. I

1 am a mathematics professor, and so I go into all
2 details so. So that is what you do. You have to
3 draw a plot and see what the difficulty -- where some
4 situation is unacceptable.

5 Q. So what are the numbers on the bottom
6 line of that chart? What are those numbers?

7 A. That is -- that is the Y axis of this
8 curve, Y axis is the per kilowatt-hour which is
9 contract -- first contract charge rate.

10 Q. All right. Then the numbers that start
11 with 1 and go to 77 across the bottom, what are those
12 numbers?

13 A. That's starting from you can say 41277.
14 Those are the rates which they had offered me second
15 contract.

16 Q. I'm not sure I understand. I got that
17 the -- along the straight up and down line that's the
18 rate you were charged.

19 A. Yes.

20 Q. Along the bottom of that chart, what do
21 those numbers mean?

22 A. Oh, these are months. Actually they go
23 up to 77 months because I am giving which month
24 according to what month the rate.

25 Q. Okay.

1 A. So that is month, that is what you call
2 is time -- that is a timeline starting from July 2017
3 onward until, again, 36 months beyond the contract.
4 Now again, we have not -- we have discontinued the
5 contract, but I'm giving the rate what it would have
6 been there.

7 Q. So actual that you would have paid goes
8 up to about where it says 45. From about 49 on is
9 hypothetical.

10 A. Yeah, yeah. Yes, yes, ma'am.

11 Q. Let me check something real quick.

12 A. I have variable rate which DP&L has
13 charged for me after continuing contract with ELIGO.
14 That rate is considerably less than what they had
15 offered me. So I can show you the proof of the rates
16 which they charged -- they been charging me after
17 that. Those were variable rates.

18 Q. So you ended the second contract with
19 ELIGO at about 45?

20 A. Yeah.

21 Q. And then who did you contract with for
22 energy?

23 A. I contracted with DP&L. DP&L, they gave
24 me a variable rate. They said you can have a
25 variable rate and that rate was .046.

1 EXAMINER ST. JOHN: Before we move on, I
2 do have a question about the Plaintiff's --
3 Complainant's Exhibit C. Mr. Soni, which account is
4 this graph representing? Because I see from some of
5 your previous exhibits the variable rate was not the
6 same for all three of your accounts.

7 THE WITNESS: Yeah. They are -- they are
8 not the same, but I have given one, so it is -- it
9 doesn't matter at this -- at the top it becomes .14
10 so there may be some variations may come but that is
11 negligible.

12 Q. (By Ms. LaMusga) Do you remember which
13 one of the three meters you used to develop this
14 chart?

15 A. I don't remember, but it will not be much
16 difference because there is a change in one -- one
17 account where they have charged .1153, and so it will
18 not be -- I don't think there will be much difference
19 if you -- you include that also.

20 Q. So you are not sure which one you used.

21 A. I don't -- no, I don't remember which one
22 I used.

23 EXAMINER ST. JOHN: And just a general
24 question here, did you -- did you develop this -- you
25 know, I know we've talked about a lot of very

1 specific numbers. In general, did you develop this
2 graph to show that starting in August 2020 the
3 variable rate increased over the amount that you were
4 previously charged?

5 THE WITNESS: Yes, ma'am. It is not
6 increased. There is -- there have been escalation.
7 Like even in government your salary goes 3 point or
8 3 percent increase but here it is 190 percent.

9 EXAMINER ST. JOHN: Okay. Thank you.

10 Q. (By Ms. LaMusga) So once you contracted
11 with DP&L when that was over, what was your rate
12 again you were paying DP&L?

13 A. DP&L started charging me .0465 -- 605.

14 Q. Okay.

15 A. .04605. So in April they charged .04605
16 and same in May, and in June their rate was .04 --
17 473. And in July it was .048. And in August it was
18 again .048. And in September I signed up with
19 Dynegy, and they gave .0458 for three years.

20 MS. BOJKO: I'm sorry. What was that
21 last number?

22 THE WITNESS: .0458.

23 MS. BOJKO: Your Honor, may I ask what
24 the witness is reading from?

25 THE WITNESS: I'm reading -- I made this

1 chart. I have -- I have proof. I can give you the
2 bills. I made this out of the data on this.

3 EXAMINER LYNN: Go off the record for
4 just a minute.

5 (Discussion off the record.)

6 EXAMINER LYNN: We'll go back on the
7 record here.

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 MS. LaMUSGA: Now, I have introduced
10 Exhibit D, has been handed to all the appropriate
11 parties.

12 Q. (By Ms. LaMusga) Som, Mr. Soni, talk
13 about this chart that you developed recently.

14 MS. BOJKO: Your Honor, I object. We've
15 never seen this exhibit. We asked for all exhibits
16 that were going to be used at the hearing and this
17 was not produced. We have no way of verifying this
18 information sitting here this morning. We have no
19 idea what this information even is. It's hearsay.
20 We don't know if these truly were offered to him. We
21 have no backup workpapers. I think it's unfairly
22 prejudicial to produce this type of document and not
23 put forth any kind of expert testimony on it. I have
24 no idea if Dynegy truly offered him X or AES offered
25 him Y.

1 EXAMINER LYNN: Okay.

2 EXAMINER ST. JOHN: Ms. Bojko, question,
3 are you objecting to Plaintiff's Exhibit D, or are
4 you objecting to the testimony that Mr. Soni is
5 providing in regards to the rates that he was charged
6 by other companies?

7 MS. BOJKO: All of the above, your Honor.
8 We didn't have what he was testifying previously, so
9 now that I have received what he is testifying to, I
10 object, and I guess to your point move to strike his
11 prior answer. And then I also object to counsel's
12 question asking him about this document that contains
13 hearsay and none of these witnesses are available to
14 testify to these rates and we have no idea or
15 documentation of what those rates were.

16 EXAMINER ST. JOHN: We'll go ahead and
17 sustain that objection specifically to this Exhibit
18 D. As you stated, you know, these -- these numbers
19 aren't -- aren't verifiable in terms of, you know,
20 what -- what the Complainant was charged. In terms
21 of the motion to strike the prior testimony, we'll go
22 ahead and grant that as well. So let's go ahead and
23 kind of move on from that line of questioning if you
24 don't mind.

25 MS. BOJKO: Thank you, your Honor.

1 THE WITNESS: Can I -- can I say
2 something?

3 MS. BOJKO: No. There's no question
4 pending.

5 EXAMINER LYNN: If it concerns this
6 exhibit, not really, Mr. Soni.

7 THE WITNESS: What I am saying the
8 exhibit --

9 MS. LaMUSGA: No, you cannot.

10 THE WITNESS: No. All the numbers which
11 you have, these are from your accounts. These are
12 two contracts, 1970 -- 2017 and 2021 and here --

13 MS. LaMUSGA: Som, enough. No.

14 EXAMINER LYNN: Mr. Soni, I think the
15 issue is this exhibit contains some information about
16 Dayton Power and Light, for example, AES, Dynegy. We
17 don't have any supporting documentation for it. And
18 you -- you know, there was no objection raised to
19 your -- what I will call like the top half of your
20 exhibit which was apparently provided to ELIGO before
21 today. We will just -- we'll -- as I said --

22 THE WITNESS: I have the rates if you
23 want. I have those documents if you want.

24 EXAMINER LYNN: Well, off the record
25 again.

1 (Discussion off the record.)

2 EXAMINER ST. JOHN: Let's go back on the
3 record.

4 Ms. Bojko, before we went off the record,
5 the witness testified that he does have bills to
6 support the numbers that he had provided on Exhibit
7 D. Would you still have your objection if he has
8 bills to support that?

9 EXAMINER LYNN: In other words, do you
10 still want to keep your objection in place?

11 MS. BOJKO: Yes, your Honor, and I would
12 add to that objection relevancy. These are rates of
13 different utility companies. DP&L doesn't even have
14 a rate. He couldn't have contracted with DP&L. They
15 are not a certified retail electric supplier, so we
16 are getting into the minute detail that we would need
17 to take a break from the hearing, go try to sort
18 through these bills, and figure it out, but it's for
19 a different time period, so it's irrelevant. He was
20 free to switch to a different supplier at any time,
21 and he chose not to.

22 So that should have no bearing on the
23 time period we are discussing which is from September
24 2021 -- September 2020, sorry, to 2022 when he ended
25 up switching -- let me try that period again. That

1 has no bearing on the relevant period of
2 September 2020 to March 2021 which is when he took
3 service from ELIGO. These are outside of that time
4 period. We don't know what went behind these CRES
5 suppliers' offers. We don't know what their hedging
6 strategies are, so it's irrelevant to the discussion
7 whether ELIGO's contract was proper and they properly
8 billed the Complainant.

9 EXAMINER ST. JOHN: We would tend to
10 agree with that line of reasoning. We will go ahead
11 and sustain your objection. We have allowed
12 testimony regarding, you know, a hypothetical rate
13 with ELIGO during the time period.

14 MS. LaMUSGA: Your Honor, I don't believe
15 I asked any question related to that. I believe he
16 volunteered that information.

17 EXAMINER ST. JOHN: Okay. Well, with
18 that being said, let's go ahead and move along both,
19 you know, for the witness and, you know, if there
20 were any other questions coming in.

21 MS. LaMUSGA: Yes.

22 EXAMINER ST. JOHN: Thank you.

23 MS. LaMUSGA: Yes. I am still on
24 Plaintiff Exhibit C --

25 EXAMINER ST. JOHN: Okay. Thank you.

1 MS. LaMUSGA: -- which there has not been
2 objections to.

3 Q. (By Ms. LaMusga) Plaintiff's Exhibit C,
4 Som, do you want to get that Plaintiff's Exhibit C
5 up, please. That's the one that -- the chart that
6 you made that we were talking about, the chart with
7 not anything else on it but the chart.

8 A. Okay.

9 Q. Okay. Okay. All right.

10 MS. BOJKO: Your Honor, just for the
11 record I have objected to this but there will be
12 objections. It doesn't mean right now, but I just
13 wanted to make sure that was clear for counsel.

14 MS. LaMUSGA: I'm sorry?

15 MS. BOJKO: I mean, I do have objections
16 to this exhibit, and I did already assert one of
17 those objections that was overruled. So you made a
18 statement on the record that I had no objections. I
19 was just trying to clarify for the record that I do
20 have objections.

21 MS. LaMUSGA: Oh.

22 MS. BOJKO: So this document --

23 MS. LaMUSGA: I'm sorry if I made that
24 statement. I apologize.

25 MS. BOJKO: That's okay.

1 Q. (By Ms. LaMusga) On this Plaintiff's
2 Exhibit C, you have three items in bold. Could you
3 explain those items.

4 A. Effective July 2017 rate was .04837.
5 That is what that vertical line shows all along 36
6 months. And the second line is that variable rate,
7 that is vertical line, that curve goes up and goes up
8 to .14. And after that is the proposed rate which
9 ELIGO had offered me that was .04773.

10 Q. And that second proposed rate variable
11 or --

12 A. That was fixed rate.

13 Q. Okay.

14 A. And the purpose of showing this is
15 because in the contract they have mentioned that on
16 certain days variations, weather conditions that will
17 depend upon -- the variable rate will depend upon all
18 those conditions.

19 Q. Okay.

20 A. And you can see in six years all those
21 things have happened but that is taken care of, a
22 fixed rate which is either .04837 or .04773.

23 Q. Okay. So that explains this chart and
24 what you did with this. This was just -- you did
25 this chart for what purpose?

1 A. To show the -- the uncertainty or the way
2 they have charged. I would say this is exorbitant
3 rates and no real situations can anything charge
4 escalation like this.

5 MS. BOJKO: Objection. Move to strike.
6 The -- he's making broad -- he's actually
7 speculating. He said no one would ever charge these
8 rates. That's speculation. He doesn't know that.
9 He doesn't know what they did or did not charge
10 during this period of time.

11 THE WITNESS: Can I?

12 MS. BOJKO: No.

13 MS. LaMUSGA: No. You are not to answer
14 this. This is between attorneys right now.

15 EXAMINER ST. JOHN: Karen, could we get
16 his response read back, please?

17 MS. LaMUSGA: Yes.

18 (Record read.)

19 MS. BOJKO: So, your Honor, just to fine
20 point it, I would move to strike after rates.

21 MS. LaMUSGA: I have no problem with
22 that. I think you heard a little bit of frustration
23 in there and that was just a little bit of a he is --
24 probably stuff that should be stricken from the
25 record after that period in time.

1 MS. BOJKO: Thank you.

2 EXAMINER ST. JOHN: Thank you. We will
3 go ahead and grant that motion to strike.

4 MS. BOJKO: Thank you, your Honor.

5 MS. LaMUSGA: I think that will do it for
6 me, your Honors.

7 EXAMINER ST. JOHN: Okay. Ms. Bojko, go
8 ahead and ask any questions that you have for your
9 cross-examination of the witness.

10 MS. BOJKO: Your Honor, may we go off the
11 record?

12 EXAMINER ST. JOHN: Yes.

13 (Recess taken.)

14 EXAMINER ST. JOHN: Let's go back on the
15 record.

16 Now that we are back on the record, are
17 there any questions for cross-examination of this
18 witness?

19 MS. BOJKO: Yes, your Honor, and it might
20 be helpful if I take off my mask so he can hear me
21 better.

22 EXAMINER LYNN: We understand.

23 - - -

24

25

CROSS-EXAMINATION

1
2 By Ms. Bojko:

3 Q. Good afternoon, Mr. Soni. Am I
4 pronouncing it correctly?

5 A. Yes, ma'am, you are correct.

6 Q. Great.

7 A. Good afternoon. Not afternoon, it's
8 still morning.

9 Q. Oh, it feels like afternoon. AdTech
10 Systems Research, Inc., is the owner of the utility
11 account; is that correct?

12 A. Actually Som Soni is the owner, but it --
13 AdTech used to be a business, but it is not there any
14 more. I am the owner of that business.

15 Q. Right. But, I mean, it is the customer
16 name on the utility account.

17 A. Yes.

18 Q. Is that correct?

19 A. Yeah.

20 Q. Okay. And AdTech Systems Research, Inc.,
21 was, I guess, a research and development,
22 engineering, and technical services company; is that
23 correct?

24 A. Yes, ma'am.

25 Q. And it's located in I heard you say

1 Beavercreek?

2 A. Yes, ma'am.

3 Q. I guess I have a couple of questions
4 about I thought you listed -- did you list two
5 addresses or three addresses for AdTech?

6 A. There are two addresses but three
7 accounts.

8 Q. So how many building are there for
9 AdTech?

10 A. Two buildings.

11 Q. Two buildings?

12 A. Yeah.

13 Q. And that's why you have two different
14 accounts -- or addresses?

15 A. This is a little bit complicated but
16 these are two accounts for AdTech -- for Som Soni
17 account, three accounts.

18 Q. So right. But there are two addresses
19 because there are two separate buildings; is that
20 correct?

21 A. There are actually -- there are two
22 buildings but there are some other businesses also in
23 that building.

24 Q. Okay.

25 A. So there is another account, is 1350, so

1 that business owns that account separate.

2 Q. There's another AdTech?

3 A. No, no.

4 Q. Business that owns AdTech? I am just
5 talking about the three AdTech accounts.

6 A. Yeah. These are three -- see, we had
7 earlier two accounts. Then we added another building
8 so one more account was added to that so that is how
9 there are three accounts.

10 Q. Okay. And are you trying to tell me that
11 AdTech does not operate under the entire building?

12 A. AdTech, I told you AdTech is not doing
13 business any more.

14 Q. Okay. For the purse of my questions
15 let's go back to the time period here that you
16 entered into a contract with ELIGO. So July 2017 to
17 then, I guess, March 2021. But when you entered into
18 that first contract that expired in -- really in
19 September 2021 --

20 A. Not September 2021, September 2020 --
21 September '20.

22 EXAMINER LYNN: Yes. That's correct.

23 Q. Oh, apologize. Did I say 2021?

24 MS. LaMUSGA: Uh-huh.

25 Q. Sorry. So okay. So the contract that's

1 from July 2017 to September 2020.

2 A. Yeah.

3 Q. Okay. And during that period you had
4 three accounts with AdTech, correct?

5 A. Correct.

6 Q. And are there three separate meters for
7 AdTech?

8 A. Yes, ma'am.

9 Q. Okay. And did AdTech operate under two
10 separate buildings?

11 A. That has to do nothing with this, what we
12 are talking about.

13 Q. Well, I am trying to understand the
14 facilities of AdTech. Do they -- did they -- are
15 they a big consumer of electricity?

16 A. You can see the accounts. They are
17 there. They are consumers. We have three accounts.

18 Q. And two accounts are smaller than the
19 third account; is that correct?

20 A. Yes, yes.

21 Q. And AdTech is a for-profit corporation
22 registered with the Ohio Secretary of State to do
23 business in Ohio, correct?

24 A. Yes, ma'am.

25 Q. And has been in business since 1984; is

1 that correct?

2 A. You are right, ma'am.

3 Q. And when did it go out of business?

4 A. I think this has -- this hearing has to
5 do nothing with that. Let's talk to the point, you
6 know?

7 MS. BOJKO: Your Honor, there is a
8 question pending. I mean, there is relevance. I
9 don't think the witness can object to the own
10 relevance question.

11 A. It has no relevance. You show me what is
12 the relevance.

13 MS. LaMUSGA: I will object on his behalf
14 to the relevance of this line of questioning.

15 You can't do that. I can do that.

16 THE WITNESS: Okay.

17 MS. LaMUSGA: We're not coming as the
18 most sophisticated people in the world, so we
19 apologize when we do things like that, but I will
20 object on his behalf that that is not relevant to the
21 charges that were received in between July 2017 and
22 September 2020 and then the second contract through
23 March 2021.

24 MS. BOJKO: Your Honor, it's very
25 relevant. This is 2021. He entered into a contract

1 February 2021 with ELIGO. He has made statements on
2 the stand which were not stricken with regard to
3 hypothetical situations in the future and what he
4 would be charged. AdTech would not be charged
5 anything if it wasn't in existence, so those
6 hypotheticals are even more speculative than what
7 they were before. It's very relevant. He also has
8 tried to bring evidence in the record about
9 subsequent suppliers. If they are not in business,
10 why would he need subsequent suppliers?

11 EXAMINER LYNN: Okay. Go off the record
12 for a minute.

13 (Discussion off the record.)

14 EXAMINER LYNN: Okay. We will go back on
15 the record again.

16 I think I will ask a question here and
17 perhaps this will clarify things for everyone.
18 Mr. Soni, when you -- when you filed the complaint at
19 the Commission, it was filed as Som Soni doing
20 business as AdTech Systems Research, okay? So for
21 that period of time that -- the entire period of time
22 ELIGO was billing you, whether it was on the fixed
23 rate or the variable rate, were the bills -- was the
24 client or the customer for the bills during that
25 entire period of time AdTech Systems Research?

1 THE WITNESS: I am the owner of the
2 property.

3 EXAMINER LYNN: Well, okay. But again,
4 what I need to know is this, you know, your complaint
5 concerns the billing by ELIGO.

6 THE WITNESS: Billing, they have always
7 been paid.

8 EXAMINER LYNN: Oh, no. I understand.
9 Let me go further. Your complaint concerns bills
10 from ELIGO for a time you were on a fixed rate, then
11 it went to a variable rate, then you finally ended
12 things with ELIGO completely.

13 THE WITNESS: Sure.

14 EXAMINER LYNN: During the entire time
15 that you were paying -- bills were being paid to
16 ELIGO, the bills were being paid by AdTech Systems
17 Research. That's who the bills were sent to or
18 that's who the customer was.

19 THE WITNESS: Sure.

20 EXAMINER LYNN: Okay. Ms. Bojko, did
21 that help answer your question about when AdTech went
22 out of business? Was that the issue, or were you
23 trying to figure out was there a time these bills
24 were going out from ELIGO, but AdTech was no longer
25 the customer?

1 MS. BOJKO: There's a couple things going
2 on, your Honor. There's a claim that they didn't
3 receive the bill -- the notifications because
4 somebody wasn't at the property. That's in the
5 complaint so we need to understand when these
6 operations end, if it did end. I didn't know that
7 until this morning.

8 And then we also need to understand that
9 some statements made about the status of the accounts
10 and the commercial -- commercial nature of accounts
11 so and then also comparison in the hypotheticals that
12 we talked about.

13 EXAMINER LYNN: Okay. So do you want to
14 continue then?

15 MS. BOJKO: Sure. I think I can
16 rephrase, your Honor, maybe help us.

17 EXAMINER LYNN: Okay. Maybe that will
18 help.

19 Q. (By Ms. Bojko) Is AdTech Systems Research
20 still the customer of the three utility accounts?

21 A. That is what is written in the papers.

22 Q. So you're saying that AdTech is no longer
23 in operation, correct?

24 A. On paper it is there. It is still in
25 business.

1 Q. But it is not operating creating the
2 energy usage on the property, correct?

3 A. No. Use has nothing to do with who is
4 using, you know.

5 Q. Well, is AdTech Systems Research still
6 receiving electric service for these three accounts?

7 A. Yes.

8 Q. Is AdTech Systems Research consuming
9 electricity under those three accounts?

10 A. Those three accounts are being used, yes.

11 Q. But not by AdTech.

12 EXAMINER LYNN: In other words, who is
13 the customer of record for those three electric
14 accounts?

15 THE WITNESS: See, that is -- sir, I am
16 the owner of that building.

17 EXAMINER LYNN: Well, no, no. But there
18 is still three electrical accounts.

19 THE WITNESS: Yes, sir.

20 EXAMINER LYNN: Okay. And is the
21 customer, is it -- is the name on the accounts --

22 THE WITNESS: Yes.

23 EXAMINER LYNN: -- still in the name
24 AdTech Systems --

25 THE WITNESS: Yes, sir.

1 EXAMINER LYNN: Okay. All right.

2 Q. (By Ms. Bojko) And in February of 2021,
3 did you enter into a contract with ELIGO under the
4 name of AdTech Systems Research?

5 A. Yes, ma'am.

6 Q. And the billing statements that you
7 received from your utility company still are listed
8 for AdTech Systems Research, correct?

9 A. Yes, ma'am.

10 Q. So the utility believes that the customer
11 of record is AdTech Systems Research.

12 A. Yes, ma'am.

13 Q. Is AdTech Systems Research still in good
14 standing with the Ohio Secretary of State?

15 A. Yes, sir -- yes, ma'am.

16 Q. What services does AdTech Systems
17 Research provide?

18 MS. LaMUSGA: I am going to object. I'm
19 not sure that's relevant to electrical use by the
20 buildings.

21 MS. BOJKO: Your Honor, it's very
22 relevant, as you well know, to an electrical use by
23 buildings. The type of facilities that are operating
24 that consume the electricity affects a lot of things
25 such as pricing of the electric service.

1 MS. LaMUSGA: I'm still going to object
2 because I don't believe that in any of the contracts
3 or any of the negotiation there was ever any
4 discussion about what -- what activities AdTech
5 Systems Research was conducting.

6 MS. BOJKO: Your Honor, that's assuming a
7 fact not in evidence and it's simply not true because
8 when you enter into a fixed contract with any
9 commercial customer, that discussion has to be had
10 because the pricing is contingent on how they operate
11 and whether they take electric or whether they
12 consume electricity during peak hours.

13 MS. LaMUSGA: Then if that was part of
14 the discussion back then, I would assume that was in
15 the rate. That has nothing to do with the concern
16 here today.

17 MS. BOJKO: Your Honor, it has everything
18 to do with a variable rate.

19 MS. LaMUSGA: But it would have had the
20 same effect on the fixed rate that it has on the
21 variable rate.

22 MS. BOJKO: Your Honor, that's incorrect
23 and the counsel is making statements into the record
24 that are simply false and not factual -- factually
25 based.

1 EXAMINER LYNN: Okay. Ms. Bojko, a
2 question, so was your -- was your question what kind
3 of a business AdTech Systems is? Let's go back.
4 There has been quite a bit of discussion here.

5 MS. BOJKO: Sure. Typically in
6 background information people tell us what their
7 business does, so I was asking generally speaking
8 what type of commercial customer is this business,
9 how are their operations because, yes, this plays
10 into the pricing of the account.

11 EXAMINER LYNN: So there are different
12 types of commercial rates; is that it?

13 MS. BOJKO: Absolutely, your Honor.

14 EXAMINER LYNN: Okay. Then we will let
15 that question stand. Please go forward. We will
16 overrule the objection.

17 MS. BOJKO: Thank you, your Honor.

18 EXAMINER LYNN: Okay. Go ahead.

19 MS. BOJKO: I think I have a question
20 pending, Karen.

21 (Record read.)

22 EXAMINER LYNN: Okay. All right.
23 Mr. Soni, you explained some of what AdTech Systems
24 Research does.

25 THE WITNESS: AdTech Systems is a

1 research and development company providing services
2 to different customers.

3 EXAMINER LYNN: I'm sorry. Could you
4 repeat what kind of a company?

5 THE WITNESS: Research and development.

6 EXAMINER LYNN: Research and development.

7 THE WITNESS: Yes.

8 EXAMINER LYNN: Okay.

9 Q. (By Ms. Bojko) What kind of services?
10 Engineering services?

11 A. Yes, ma'am.

12 Q. Is it office based or do you have
13 manufacturing facilities on-site?

14 A. Office based.

15 Q. How many employees does AdTech Systems
16 have or did have during the time period of the
17 variable rate?

18 A. At that time we didn't have any
19 employees. We have -- see, that is -- that is what I
20 mentioned. That is my building. I have rented to
21 different businesses.

22 Q. So there are other businesses in your
23 building that are consuming the electricity --

24 A. Yes, ma'am.

25 Q. -- that is part of this customer account.

1 A. Yes, ma'am.

2 EXAMINER LYNN: I will ask a question
3 here, Mr. Soni. Are you saying that -- okay. There
4 are three accounts and I believe you said there are
5 three separate meters for each account; am I correct?

6 THE WITNESS: Yes, sir.

7 EXAMINER LYNN: Okay. For the electric
8 usage at any of those meters or from any of those
9 meters, is it only AdTech Research that's using that
10 electricity, or are you saying there are some other
11 customers other than AdTech --

12 THE WITNESS: Yes.

13 EXAMINER LYNN: -- that is using
14 electricity from those meters as well?

15 THE WITNESS: Yes, sir.

16 EXAMINER LYNN: I see. Okay.

17 MS. BOJKO: I mean, at this point, your
18 Honor, I request the complaint be dismissed. We are
19 not even talking about consumption from the customer
20 of record and the person that actually filed the
21 complaint and the person frankly that entered into
22 two contracts with ELIGO and was on the variable
23 rate, not to mention the potential fraudulent
24 activity that's going on with the customer account of
25 record for DP&L.

1 EXAMINER LYNN: Okay. Just so I can
2 clar -- make sure what's been happening, Mr. Soni,
3 there are three accounts for AdTech Systems and there
4 are separate meters for each account. And you are
5 telling me that for any of those meters AdTech is one
6 of the customers that's using electricity but there
7 are other customers on one or more -- one or all
8 three of the meters. There are other customers
9 drawing electricity as well.

10 THE WITNESS: Yes, sir.

11 EXAMINER LYNN: And this is because, I
12 assume, maybe multiple customers in the same building
13 or something?

14 THE WITNESS: Yes, sir. You see, you
15 know, business is uncertain. It is always
16 uncertainty. And I had some tenants in the building,
17 so I had to survive. See, if I don't have enough
18 business, I had few tenants.

19 EXAMINER LYNN: Okay. So --

20 THE WITNESS: So tenants I -- I charge
21 the rent but I -- the utilities is included in that.

22 EXAMINER LYNN: So this goes back to some
23 of your comments earlier where you were saying -- you
24 made a remark like I own the building.

25 THE WITNESS: Yes, sir.

1 EXAMINER LYNN: So just again so I can
2 clarify in my own mind, and maybe this would help
3 clarify some of the things you've already said.

4 THE WITNESS: Sure.

5 EXAMINER LYNN: Are there -- does AdTech
6 operate out of like -- is it like, I guess, two
7 separate buildings? Were there two buildings? Were
8 there three?

9 THE WITNESS: There are two buildings.

10 EXAMINER LYNN: Two buildings, okay. And
11 I assume that one of those buildings had like one
12 meter, and the other building had two meters.

13 THE WITNESS: Yes, sir.

14 EXAMINER LYNN: Okay. Did you say that
15 you -- you own both buildings?

16 THE WITNESS: Yes, sir.

17 EXAMINER LYNN: I see. And is it at one
18 of those buildings or maybe both of them you had some
19 tenants?

20 THE WITNESS: Yes, sir.

21 EXAMINER LYNN: At both the buildings?

22 THE WITNESS: Yes, sir.

23 EXAMINER LYNN: I see. So then for the
24 meters that were in use and there was, you know,
25 billing to AdTech Systems, there were -- AdTech for

1 either of those buildings --

2 THE WITNESS: Sure.

3 EXAMINER LYNN: -- was not the only party
4 using electricity.

5 THE WITNESS: Yes, sir.

6 EXAMINER LYNN: I see.

7 Okay. Let's go off the record for a
8 minute.

9 (Discussion off the record.)

10 EXAMINER LYNN: All right. We will go
11 back on the record.

12 Ms. Bojko, do you need a minute to get
13 organized?

14 MS. BOJKO: Oh, sorry.

15 EXAMINER LYNN: That's okay. What we
16 will do is this, given that we are this far into the
17 proceedings and people traveled here too, we will --
18 we understand your objection, Ms. Bojko. We will
19 overrule that. We will continue with what we are
20 doing here and then everything that was said at the
21 hearing including what was just mentioned before we
22 went on our break will be taken into account as far
23 as the Commission's Opinion and Order goes.

24 So I understand your objection, but we've
25 gone this far into the proceedings. There may be

1 some additional comments that come forward that will
2 either help Mr. Soni's case or that hurt his case as
3 the case may be.

4 So with that in mind, you were asking
5 some questions, Ms. Bojko. Knowing what we know now
6 how -- do you want to continue? Do you want to go
7 with a different line of questioning? Or what are
8 your thoughts?

9 MS. BOJKO: Your Honor, if you're
10 overruling my -- I did do a motion to
11 dismiss/directed verdict. If you are overruling
12 that, then, yes, of course, I would like to proceed.
13 I would just note for the record that that -- I mean,
14 if it is taking a break to make that decision, it
15 would be helpful because, yes, we traveled here, but
16 ELIGO is spending time and money and resources to go
17 through this process that is what I believe to be
18 fraudulent at this point.

19 EXAMINER LYNN: Sure.

20 MS. BOJKO: And if AdTech is not the
21 customer of record, we have no way of telling why its
22 usage -- but it explains a little bit why the usage
23 keeps jumping around but we have no ability to
24 cross-examine the other tenants of the building, and
25 we have no ability to cross-examine whether they were

1 using electricity at certain times that may have
2 affected the variable pricing.

3 EXAMINER LYNN: Okay. How many more
4 questions would you have for Mr. Soni?

5 MS. BOJKO: I have hours, probably
6 another hour or so. I just started.

7 EXAMINER LYNN: Well, again, I understand
8 your objection. I think we will continue with the
9 proceedings given that -- how things have unfolded so
10 far. And this was something, you know, wasn't
11 evident at the beginning of the proceedings and
12 something that will certainly be taken into account
13 when the Commission issues its Opinion. We are not
14 trying to run up a bill for you, believe me, or waste
15 anybody's time. But this will be part of the entire
16 record for this proceeding. Thank you.

17 MS. BOJKO: Thank you, your Honor. I
18 don't mean to be repetitive, but I am not sure where
19 I left off.

20 EXAMINER LYNN: Oh, I understand.

21 Q. (By Ms. Bojko) Mr. Soni, is AdTech
22 Systems Research still receiving electric services
23 and consuming electricity in those buildings?

24 A. Yes, ma'am.

25 Q. And from our discussions, my

1 understanding is that there are other tenants, other
2 commercial customers that are also using electricity
3 in that building?

4 A. Yes, ma'am.

5 Q. And are you president of any of those
6 other tenants?

7 A. No.

8 Q. Do you own any commercial --

9 A. I am the President of AdTech so.

10 Q. Are there other commercial customers
11 under -- well, I guess let me strike that.

12 Are you telling me that AdTech Systems is
13 hosting in its building affiliates and subsidiaries
14 to AdTech?

15 A. No, no.

16 Q. So in its building, AdTech is now merely,
17 not a research and development entity, it is a
18 landlord; is that fair?

19 A. I would say I am the landlord.

20 Q. But the -- the utility account and all
21 the contracts you are signing you are signing in
22 AdTech's name, correct?

23 A. Yes, ma'am.

24 Q. Does AdTech Systems Research currently do
25 any -- provide any research and development,

1 engineering, and technical services?

2 A. No, ma'am.

3 Q. Have you ever worked for a utility
4 company?

5 A. No, ma'am.

6 Q. Are you an engineer?

7 A. I was a scientist.

8 Q. What kind of scientist, sir?

9 A. Research scientist.

10 Q. What are your degrees in?

11 A. Applied mathematics.

12 Q. So to answer my question, you are not an
13 engineer?

14 A. I have done engineering jobs. I am
15 engineer also.

16 Q. Are you a certified professional engineer
17 in the state of Ohio?

18 A. I have taught engineers.

19 EXAMINER LYNN: But do you happen to have
20 a degree in engineering?

21 THE WITNESS: No. My degree is applied
22 mathematics.

23 Q. (By Ms. Bojko) Thank you. I'm sorry.
24 Your Honor said degree. Just so the record is clear
25 you do not have a certification to -- a license,

1 engineering certification in the State of Ohio,
2 correct?

3 A. No.

4 Q. And you are not a lawyer; is that
5 correct?

6 A. No, ma'am.

7 Q. Even though you are doing a fine job of
8 objecting to my questions. And you're not an expert
9 in utility regulations; is that correct?

10 A. Yeah. You are right.

11 Q. And is it fair to say you've never
12 testified in front of the Public Utilities Commission
13 of Ohio?

14 A. You are right.

15 Q. So let's go back to AdTech now. Just so
16 I understand, AdTech was founded in 1984; I believe
17 you said yes to that.

18 A. Yes, ma'am.

19 Q. And are you currently -- do you currently
20 serve as the Chief Executive Officer and President of
21 AdTech?

22 A. Yes, ma'am.

23 Q. Okay. And I'm a little confused. You
24 keep saying you own AdTech. Are there any other
25 owners to AdTech?

1 A. Yes, ma'am.

2 Q. Okay.

3 A. My wife.

4 Q. Your wife. Your wife is Ms. Gita Soni;
5 is that right?

6 A. Yes, ma'am.

7 Q. Did I say that correctly? Okay. And has
8 she owned the company with you since its inception?

9 A. Yes, ma'am.

10 Q. And just -- are there any other owners of
11 AdTech?

12 A. No, ma'am. No.

13 Q. And during the time period that we are
14 here to discuss today, so September 22, 2017, when
15 you started taking service from ELIGO and you entered
16 in the contract in July, but you didn't start taking
17 service until September through March 23, 2017, you
18 and your wife were the sole owners of AdTech,
19 correct?

20 A. Yes, ma'am.

21 Q. And the period that I just mentioned
22 starting September of 2017 through March 2017, AdTech
23 was a customer of ELIGO Energy.

24 MS. LaMUSGA: I am going to object. The
25 dates, we need to relook at those dates. You said

1 September of '17 through March of '17?

2 MS. BOJKO: Oh, geez. I did it again.

3 My apologies.

4 EXAMINER LYNN: We understand.

5 MS. LaMUSGA: I just want to get it
6 correct.

7 EXAMINER LYNN: It does get confusing.

8 MS. BOJKO: Thank you for the correction.
9 I typed it wrong. Sorry. Let me rephrase.

10 Q. (By Ms. Bojko) From September 22, 2017,
11 through March 23, 2021, AdTech was a customer of
12 ELIGO Energy Ohio; is that correct?

13 A. That's -- your papers show that.

14 Q. And it's your understanding that Dayton
15 Power and Light Company, which is now renamed as AES
16 Ohio, is your electric distribution utility, correct?

17 A. Yes, ma'am.

18 Q. Okay. When you were talking earlier
19 about switching to Dayton Power and Light, were you
20 talking about an affiliate of Dayton Power and Light
21 that is certified to provide generation, or are you
22 talking about your distribution utility?

23 A. That was like same -- like your company
24 ELIGO. It was DP&L had given me services.

25 Q. Okay. But you didn't have to enter into

1 a competitive retail electric service contract with
2 Dayton Power and Light, did you?

3 A. No.

4 Q. So you went on what we would call the
5 default rate?

6 A. Variable rate.

7 Q. A variable default rate or a Standard
8 Service Offer we call it?

9 A. Yes, ma'am.

10 Q. Okay. And DP&L's always been your
11 distribution utility during this time period,
12 correct?

13 A. From -- even from 1984.

14 Q. Okay. Well, now, it's AES so. Does
15 AdTech consume natural gas?

16 A. No, ma'am.

17 Q. So your buildings are all electric
18 buildings.

19 A. Yes, ma'am.

20 Q. And there's something I wanted to get
21 clear in your complaint. You talk about maintaining
22 normal temperature in it says complete building. Do
23 you -- are you referring to one building when you
24 made that statement?

25 A. Both buildings.

1 Q. So as the landlord of the two buildings,
2 you control the temperature of both buildings?

3 A. Yes, ma'am.

4 Q. At all times.

5 A. Yes.

6 Q. When you were a customer of ELIGO
7 September 22, 2017, through March 23, 2021, what were
8 your job duties for AdTech?

9 A. Custodian.

10 Q. And did you have the same title, the
11 President, Chief, Executive Officer during that time
12 period?

13 A. Yes, ma'am.

14 Q. I am going to refer to the complaint that
15 you filed in Case No. 21-341-EL-CSS. Do you have
16 that with you?

17 A. Yes, ma'am.

18 Q. And you filed a complaint on behalf of
19 the three account numbers listed for AdTech Systems
20 Research; is that correct?

21 A. Yes, ma'am.

22 Q. And you filed that complaint on April 6,
23 2021?

24 A. No. It was filed on August 31, 2021.

25 Q. I'm sorry. Did you say August?

1 EXAMINER LYNN: I believe I can answer
2 that. It was date stamped when the complaint came in
3 April 6 of 2021. That's when the complaint was
4 filed.

5 MS. BOJKO: Okay. Thank you.

6 Q. (By Ms. Bojko) Where did you get the
7 August date from, sir?

8 A. No. That is something else.

9 Q. Oh, okay.

10 MS. BOJKO: Thank you, your Honor.

11 THE WITNESS: Sorry.

12 Q. Just so we are on the same page, the
13 formal complaint was filed before the PUCO on
14 April 6, 2021. If you look at the front page of the
15 complaint, it has a time stamp on it.

16 A. You are talking about the entry journal
17 on June 22?

18 Q. No. I am talking about your complaint.

19 EXAMINER LYNN: The original complaint
20 that was filed, Mr. Soni. Do you have a copy of that
21 with you?

22 THE WITNESS: I don't.

23 A. Formal complaint, yes, ma'am. What are
24 you?

25 Q. It was filed with the Commission on

1 April 6, 2021, correct?

2 MS. BOJKO: Does counsel have a copy?

3 MS. LaMUSGA: I don't have a copy.

4 EXAMINER LYNN: You don't have a copy,
5 okay.

6 Q. (By Ms. Bojko) Did you find it?

7 EXAMINER LYNN: Ms. Bojko.

8 A. What is your question, ma'am?

9 MS. BOJKO: May I approach, your Honor
10 you?

11 EXAMINER LYNN: Yes.

12 MS. BOJKO: Let the record reflect I am
13 handing Complainant a copy of his complaint.

14 EXAMINER LYNN: Thank you.

15 MS. BOJKO: I'm assuming you don't have
16 one.

17 EXAMINER LYNN: We do. Thank you.

18 A. This I have. Thank you. Thank you,
19 ma'am.

20 Q. You're welcome. Okay. So now that you
21 have a copy, does the time stamp on the top show that
22 it was filed with the Commission on April 6, 2021?

23 EXAMINER LYNN: In the upper right
24 corner.

25 A. Oh, yeah; yes, ma'am.

1 Q. Okay. And you -- you stated that that
2 was filed on behalf of AdTech Systems Research; is
3 that correct?

4 A. Yes, ma'am.

5 Q. And at the time the complaint was filed,
6 April 6, 2021, was AdTech Systems operating as a
7 research and development facility?

8 A. Yes, ma'am.

9 Q. But currently today it is not operating;
10 is that correct?

11 A. It is operating same way because we have
12 test lab, but we are not doing tests. So there are
13 things which are still there and we are not operating
14 as a supplier to anybody.

15 Q. Right. And on April 6, 2021, was that
16 the case as well?

17 A. Yes, ma'am.

18 Q. Okay. So on April 2021, you were what --
19 what we called as a landlord, so to speak?

20 A. Yes, ma'am.

21 Q. And, sir, AdTech Systems Research
22 purchased competitive retail electric supply from
23 ELIGO from September 22, 2017, until March 23, 2021,
24 for all three commercial accounts listed on your
25 complaint.

1 A. Yes, ma'am.

2 Q. And your complaint specifically addresses
3 two contracts with ELIGO; is that correct?

4 A. No, all three of them.

5 Q. All three contract -- we have three
6 contracts with ELIGO? I thought we had two contracts
7 with ELIGO, one that was executed on July 7, 2017,
8 and one that was executed on February 4, 2021.

9 A. Yeah. Oh, okay. That's what you are
10 talking about. I was thinking that you were talking
11 about two accounts or three accounts.

12 Q. Oh, I'm sorry. So you have -- you have
13 executed two contracts with ELIGO; is that correct?

14 A. Yes, ma'am.

15 Q. And when I say you, it was literally you
16 on behalf of AdTech, correct?

17 A. Yes, ma'am.

18 Q. As President of AdTech at the time.

19 A. Yes, ma'am.

20 Q. And in your complaint you cite to both of
21 those contracts; is that correct?

22 A. Yes, ma'am.

23 Q. But you're not complaining about the
24 second contract or the first contract; is that
25 correct?

1 A. Yeah. We are complaining continuation of
2 the first contract.

3 Q. Well, your -- your -- your complaint is
4 about the period after your contract expired --

5 A. Yes, ma'am.

6 Q. -- before you entered into the new
7 contract; is that correct?

8 A. You are correct.

9 EXAMINER LYNN: Again, I will just
10 clarify for the record, Mr. Soni, you said that
11 although you entered into a second contract for a
12 fixed rate, you canceled that very shortly
13 afterwards.

14 THE WITNESS: Yes, sir.

15 EXAMINER LYNN: Okay. And, therefore, I
16 believe you never were charged the fixed rate under
17 the second contract; am I right?

18 THE WITNESS: Yes, sir; yes, sir.

19 Q. (By Ms. Bojko) So again, your complaint
20 is from the period of the end of September,
21 September 22, 2021 -- or 2020 through what date?
22 February 4, 2021, when you entered into a new
23 contract?

24 A. No, ma'am. It was up to I think
25 March 23.

1 Q. So you are complaining during the period
2 after you made the conscious decision to not move
3 forward with the fixed-rate ELIGO contract.

4 A. Yes, ma'am.

5 Q. And that period was the period required
6 to switch back to the utility; is that correct?

7 A. Yeah.

8 Q. So even though you had an opportunity to
9 take a lower rate in February, you did not do so; is
10 that correct?

11 A. You are correct, yes, ma'am.

12 Q. And it was a fixed rate, correct?

13 A. Yes, ma'am.

14 Q. The July 7, 2017, contract you stated
15 that you were signing on behalf of President of
16 AdTech and what capacity did you sign the February 4,
17 2021, contract?

18 A. Same.

19 EXAMINER ST. JOHN: I am going to jump in
20 here. I have a quick question. Clarification for
21 your -- I want to make sure I'm understanding what
22 was happening from February -- in February and March
23 of 2021. So is your testimony that you signed a
24 fixed-rate contract and canceled it thereby your
25 charges were changed back from the fixed rate

1 contract to a variable rate until March of 2021?

2 THE WITNESS: No, ma'am. What happened
3 was our first contract expired on August '20 and then
4 variable rate started. And after variable rate
5 started, they had already started, then I contacted
6 them, tried to settle that we can continue doing
7 business together. And they give me the rate -- same
8 rate on variable contract also. That is what I was
9 requesting them. They started charging me variable
10 rates from August '20 onwards, and I saw all this
11 considerably late. It was in January I saw they are
12 charging variable rates.

13 And then I contact them and then I
14 thought best thing is to do business with same people
15 and then that we settled this old two, three months,
16 whenever those variable rates were charged. They
17 give me the constant fixed rate for those three
18 months also and that is what we were talking about
19 from January until February. And in February I still
20 thought, hey, it's a good idea to do business with
21 same company and things happen and then I signed a
22 contract with them and they gave me good rates.

23 We have been doing good business. They
24 were respectful. We were -- so we were doing very
25 good business with each other. But this thing,

1 variable rates has been the stumbling block, and then
2 when they didn't agree to that, I said, hey, I cannot
3 do business with these folks. That's the way I
4 agreed and lucky me that thing came up to mind --
5 brought to my notice that we still have seven days to
6 cancel that. So within seven days I canceled that.
7 So that's what happened.

8 So they have charged six months' variable
9 rates which are very exorbitant and naturally, you
10 see, I understand business -- other part of the
11 business, their business also because I have been
12 businessman, so I understand their situation too.
13 But I cannot afford to pay this kind of variable rate
14 so that is -- that is the only problem. I don't have
15 any problem with anybody anyway so.

16 EXAMINER ST. JOHN: Understood. I
17 appreciate that. I'm following along in terms of the
18 time period that the variable rate went up in the
19 fall of 2020. My question is specific to February of
20 2021, the contract that you signed with ELIGO, and
21 then I understand you canceled it shortly thereafter.
22 My understanding is that that contract was for a
23 fixed rated rather than a variable rate; is that
24 correct?

25 A. Yes, ma'am. That had to start from 23

1 March.

2 EXAMINER LYNN: I'm sorry, had to start
3 when?

4 THE WITNESS: March 23.

5 EXAMINER LYNN: March 23 but -- but,
6 Mr. Soni, am I correct that even though you signed in
7 February of 2021 --

8 THE WITNESS: Yes, sir.

9 EXAMINER LYNN: -- a contract for fixed
10 rate, you canceled it very shortly thereafter,
11 that -- within the seven days.

12 THE WITNESS: Yes, sir.

13 EXAMINER LYNN: And, therefore, you never
14 were charged another fixed rate by ELIGO.

15 THE WITNESS: Yes, sir.

16 EXAMINER LYNN: Okay.

17 EXAMINER ST. JOHN: Thank you.

18 Q. (By Ms. Bojko) Mr. Soni, had you not
19 canceled the February 4 contract the seven days
20 later, you would have, in fact, been charged the
21 lower fixed rate in February, correct?

22 A. Not February, from March. They would
23 have started charging from 23 March.

24 Q. Because your contract didn't start until
25 March?

1 A. No, no. The contract was -- that had to
2 be signed and then they were saying it takes another
3 month to be applicable.

4 Q. Well, isn't it true that you were already
5 a customer of ELIGO so there was no switching?

6 A. They didn't do that. That's why they
7 were saying -- see, the other thing what they were
8 doing was when I thought I called them for -- from in
9 January, they said that it would take even
10 discontinue with -- from -- to cancel my contract,
11 they couldn't even cancel that for two months. They
12 said it takes its own time.

13 Q. One minute, sir. So is it your testimony
14 here today that even though you entered into a
15 contract on March 4, after the rescission day, you
16 don't believe that that contract would have started
17 until the subsequent month?

18 MS. LaMUSGA: Do you want to restate your
19 date? Not March.

20 MS. BOJKO: I'll rephrase, yes, your
21 Honor.

22 Q. (By Ms. Bojko) Is it your testimony here
23 today that even though you signed a contract
24 February 4, 2021, you don't believe that that fixed
25 rate would have started until March 23, 2021; is that

1 your testimony?

2 A. Yes, ma'am; yes, ma'am.

3 Q. And that is based on your contract?

4 MS. LaMUSGA: May I go off the record?

5 MS. BOJKO: Are we off the record?

6 MS. LaMUSGA: I think I can give an
7 explanation.

8 MS. BOJKO: No, I don't think you should
9 give --

10 MS. LaMUSGA: All right.

11 EXAMINER LYNN: We never went off the
12 record, right? Okay.

13 MS. LaMUSGA: All right.

14 A. Yeah. That was my impression.

15 Q. That was your impression.

16 A. Yeah.

17 Q. You don't have any documentation here
18 today that states that, correct?

19 A. No.

20 Q. Okay.

21 A. I don't remember.

22 Q. Mr. Soni, have you ever received
23 competitive retail electric service from ELIGO as a
24 residential customer?

25 A. No, ma'am.

1 Q. Okay. We've talked a lot about dates,
2 and I know I keep flubbing them so let me go through
3 a couple that are in your complaint. I am looking at
4 your complaint. Okay. So you entered into the first
5 contract on July 7, 2017; is that correct?

6 A. Yes, ma'am.

7 Q. And even though you signed the contract
8 in July 2017, you were not switched to ELIGO for your
9 service until September 22, 2017, correct?

10 A. Yeah.

11 Q. And that's because you weren't a current
12 customer of ELIGO and you had to switch from the
13 utility to ELIGO, correct? And you are aware that --
14 I'm sorry. She can't record a nod. Is that a "yes"?

15 A. Yes. You are right.

16 Q. And you -- you understand that when you
17 switch service providers from one to another, that
18 it -- you do not switch to the next meter read; is
19 that correct?

20 A. No. They told me that it will be
21 effective from 23 March.

22 Q. I'm talking about the July 2017 when you
23 first switched to ELIGO.

24 A. Yeah, yeah.

25 Q. You knew that it would take a billing

1 cycle in order for you to leave the utility's
2 Standard Service Offer and to go with ELIGO, correct?

3 A. Yes, ma'am.

4 Q. Okay. And that was a six-week process
5 before you could get -- take service from ELIGO,
6 correct?

7 A. Yes.

8 Q. And that contract that began on
9 September 22, 2017, lasted for 36 months, correct?

10 A. Yes, ma'am.

11 Q. Okay. And then in your complaint you
12 talk about a surgery that happened in October of
13 2016.

14 A. Yes.

15 Q. Wait. October 16, 2019, correct?

16 A. October?

17 Q. In your complaint you reference a surgery
18 that occurred October 16, 2019; is that correct?

19 A. 2020.

20 Q. I am referring to the first sentence of
21 your complaint. You said that you had surgery on
22 October --

23 A. Or surgery, yeah, yeah.

24 Q. Is that correct?

25 A. Yes, ma'am.

1 Q. Okay. So from October 16 through 20 --
2 October 16, 2019, through September 22, 2020, did
3 AdTech continue paying its bills?

4 A. Yes, ma'am. You should look at your
5 record.

6 Q. Unfortunately I can't testify here, sir,
7 so I have to ask you. So then you mentioned in your
8 complaint that you contacted ELIGO months later in
9 early January 2021, right?

10 A. Yes, ma'am.

11 Q. So when you believe you -- you also said
12 something about contacting Dayton Power and Light
13 about a meter. So in early January 2021, did you
14 contact Dayton Power and Light about a meter, or did
15 you contact ELIGO?

16 A. No. I contacted DP&L --

17 Q. Okay.

18 A. -- at that time. That's what I figured
19 because when they contacted with regard to meter,
20 they had billed a huge amount, so I contacted them,
21 and then I looked at all the bills which I -- ELIGO
22 was all charging me those variable rates.

23 Q. So when you mentioned that contact to
24 ELIGO in early January, that really was with Dayton
25 Power and Light?

1 A. No, no. That was regarding the bills.
2 They were charging too high bills, high rates.

3 Q. So help me with the timeline. So you
4 called Dayton, and they installed a meter.
5 Apparent -- clearly that would have taken some time.
6 And then you called ELIGO after that?

7 A. No. They -- they changed the meter
8 before -- they sent me a notice that they have
9 changed the meter, and after that, I looked into the
10 other bills also and saw so much amount to be
11 charged. They had charged a lot of money from my
12 bills, and then I contacted ELIGO.

13 Q. So when did you contact Dayton Power and
14 Light?

15 A. I contacted Dayton Power and Light on
16 January 4, 3rd or 4th.

17 Q. Okay. So who did you speak to at ELIGO
18 if you contacted that person in January?

19 A. Ma'am, first, I contacted ELIGO, the
20 contact information of the person who signed me
21 contract first time. And I called him. He connected
22 me to the salesperson in ELIGO in Chicago, and the
23 individual who -- then I talked to her and told all
24 this, I have problem around high bills and all that,
25 and then she started looking at different situations,

1 looked at the records and all that.

2 Q. And do you know who that person was?

3 A. Excuse me.

4 Q. Sir, I am not asking you to get more
5 documents, just if you know. If you don't know, you
6 can say you don't know.

7 A. No. Just one minute. I have to be
8 precise. I talked on -- so after talking to people,
9 I talked on February 4, and her name was Ladaya,
10 L-A-D-A-Y-A. That's what I had written. Maybe it's
11 some variation.

12 Q. Okay. So that -- that explains -- so
13 ELIGO's records show that you contacted ELIGO in
14 February and that's consistent with the record that
15 you just produced; is that correct?

16 A. I -- I contacted ELIGO actually in
17 January.

18 Q. But you don't have any records that
19 show --

20 A. I don't have that date exactly.

21 Q. Right. And for the record you referred
22 to some document when you gave me the February date
23 of contacting ELIGO and what records were you
24 referring to?

25 A. That is the time she sent me -- that is

1 the time we talked about settling another account.

2 Q. I am just asking what records you are
3 looking at right now. What are you referring to
4 refresh your recollection?

5 A. Oh, I have DP&L bill.

6 Q. Okay. And these are notes that you've
7 personally made on DP&L's bills; is that --

8 A. Yeah. I have handwritten notes.

9 Q. Okay. So you have handwritten notes
10 detailing a conversation with ELIGO February 4, 2021?

11 A. Yes, ma'am.

12 Q. And you do not have any detailed notes
13 referencing a call with ELIGO in early January 2021,
14 correct?

15 A. No. I don't have that.

16 Q. Okay. All right. Let's go back to our
17 time -- timeline here. So the expiration of the
18 contract which occurred around September 2020,
19 between that time and early January, did AdTech pay
20 its electric bills?

21 A. Yes, ma'am, all the time.

22 Q. All the time? On time?

23 A. On time because it was auto -- automatic
24 deduction from the account.

25 Q. Okay. I'll come back to that in a

1 second. Let me -- I want to keep going through my
2 timeline here.

3 A. Sure.

4 Q. So I understand your complaint. So on
5 February 4 when you talked to Ladaya I think you said
6 her name was, that's the time that you signed another
7 contract with ELIGO; it was that same conversation.

8 A. Yes, ma'am.

9 Q. Okay.

10 A. Yeah. No, I had talked to her earlier
11 also. That's what I'm saying. That day I said okay.
12 I'm willing to sign another contract in case you have
13 the earlier rates waived, so you charge me according
14 to the standard rate, 048 -- 04837, whatever rate
15 was.

16 Q. Okay. So you -- okay. But you don't
17 have documentation of that. The only documentation
18 you have is of the February time?

19 A. February I have, but I have January when
20 I talked to -- talked to DP&L, so after that only I
21 talk to.

22 Q. Okay. So --

23 A. January 4 I talked to Tia in DP&L.

24 Q. Oh, DP&L.

25 A. DP&L.

1 Q. So Ladaya was at DP&L, not ELIGO.

2 A. No. Ladaya, that is ELIGO.

3 Q. Okay.

4 A. So, first, I talk to Tia in DP&L with
5 regard to that meter and high charges and all that.
6 That's when I -- after that, I looked at the rates,
7 what rates ELIGO has been charging me, variable
8 rates. And so I guess it was maybe 10th to 15th of
9 January time frame I called ELIGO. And then I have
10 talked to her many times.

11 Q. Okay. Many times. So you're stating
12 ELIGO's business records that says the first contact
13 on February 3 with you is incorrect; is that your
14 testimony today?

15 A. I would say yes.

16 Q. Okay. So you think you talked to her
17 before February 3 and February 4?

18 A. Yes, ma'am.

19 Q. And -- strike that.

20 Okay. So when you signed the contract
21 with ELIGO on February 4, this was after your prior
22 discussions where ELIGO had refused to or you -- or
23 where ELIGO offered you a courtesy credit because
24 you -- you lodged a complaint and they were -- you
25 refused to accept that offer.

1 A. Can I answer it a little different?

2 Q. No.

3 MS. BOJKO: You know what? I'm sorry,
4 your Honor. Can I strike that question? That was
5 very poorly worded. Let me try again.

6 EXAMINER LYNN: Okay.

7 Q. (By Ms. Bojko) On February 4, 2021, when
8 you entered into a contract with ELIGO, you entered
9 into that contract after having discussions with
10 ELIGO about the variable rate and your dis -- your
11 displeasure with that variable rate; is that correct?

12 A. Yeah. I was not happy with that variable
13 rate.

14 Q. And you also entered into that contract
15 after you refused ELIGO's offer to provide you with
16 courtesy credit, correct?

17 A. They have given me -- their policy was
18 different. One time they said, oh, we waive one
19 month's rent -- one month's rate, and then they said
20 we will give you \$500 courtesy, whereas, they have
21 overcharged me for more than \$8,000 and that is not
22 acceptable.

23 Q. So you -- so my question was did you
24 entered into a contract after you referred -- refused
25 that courtesy credit?

1 A. No. Courtesy credit came later on. They
2 are -- no. I had not signed what the courtesy. The
3 courtesy they said later on they will give me \$400 --
4 \$500 courtesy.

5 Q. Okay. So you -- well, let's -- the day
6 before you signed your new contract on February 3,
7 isn't it true that you told ELIGO that you were going
8 to file a complaint with the Commission against
9 ELIGO?

10 A. I don't remember that.

11 Q. But you still signed the contract anyway.

12 A. Yeah, because when I signed contract, I
13 don't think I would have said that because otherwise
14 why should I sign the contract if I want to do
15 business with ELIGO?

16 Q. Well, did you ultimately file an informal
17 complaint with the Commission?

18 A. Pardon me?

19 Q. Did you ultimately file an informal
20 complaint with the Commission?

21 A. Yes.

22 Q. Did you continue to call and contact
23 ELIGO and seek a refund after filing that complaint?

24 A. I -- what happened was -- let me tell you
25 one thing, ma'am, after -- after this discontinuing

1 this, cancelling this, I looked into the business,
2 Better Business Bureau reports for -- for your
3 company. And there have been 49 complaints. Out of
4 that one complaint was, madam, settled, and she had
5 negotiated with one customer in a very fair manner.
6 I got her telephone number and contacted her.

7 MS. BOJKO: Your Honor, I move to strike
8 his answer as nonresponsive. I actually asked a yes
9 or no question.

10 EXAMINER LYNN: Could you repeat your
11 question then, please?

12 MS. BOJKO: Can I have it reread?

13 EXAMINER LYNN: Yes. Go ahead. Sure.

14 (Record read.)

15 A. No.

16 MS. BOJKO: Your Honor, I would still
17 like to move to strike the prior answer.

18 EXAMINER LYNN: We will strike the prior
19 answer, yes.

20 MS. BOJKO: Thank you.

21 EXAMINER ST. JOHN: I hope I'm not
22 interrupting any flow of questioning here. I wanted
23 to kind of touch base noting the time, a little after
24 12:30. Was just curious about how much longer your
25 line of questioning might go on for, if it would make

1 sense to take a lunch break sooner rather than later
2 or if you, you know, might be -- just depending on
3 how long your questions will be taking.

4 MS. BOJKO: Sure. Your Honor, I still
5 have quite a bit, but I could finish a topic if that
6 would be good and then maybe we take a break after I
7 finish a topic?

8 EXAMINER ST. JOHN: That would work.
9 Thank you.

10 MS. BOJKO: Thank you.

11 MS. LaMUSGA: So, your Honor, I guess I
12 am also asking are we looking at the entire day of
13 testimony here? I had planned to be back in Dayton
14 for a very important meeting this afternoon, and I am
15 trying to figure out do I need to call and cancel
16 that because we are planning an entire day which I
17 had not thought would happen?

18 MS. BOJKO: Your Honor, are we still on
19 the record?

20 EXAMINER LYNN: Let's go off the record.
21 (Discussion off the record.)

22 EXAMINER LYNN: We'll go back on the
23 record. I believe counsel for the two parties have
24 had some discussion, and we will let Ms. Bojko update
25 us on the results.

1 MS. BOJKO: Thank you, your Honor.
2 During our break, the parties did confer, and I
3 believe that we have reached a settlement in this
4 case where the Complainant is agreeing to withdraw
5 his complaint with prejudice, and counsel will do
6 that today on the record.

7 EXAMINER LYNN: All right. And --

8 MS. BOJKO: And I believe that she might
9 have some other comments.

10 MS. LaMUSGA: I do.

11 EXAMINER LYNN: All right. Ms. LaMusga,
12 go ahead.

13 MS. LaMUSGA: Yes, thank you so much,
14 your Honor. Yes. On behalf of my client Som Soni on
15 behalf of AdTech Research Systems, Incorporated, I
16 would like to formally withdraw the complaint that he
17 filed with the PUCO dated April 6, 2021. Mr. --
18 Mr. Soni has asked that when I withdraw, that I give
19 you two statements that he would like also to go with
20 the record.

21 EXAMINER LYNN: All right.

22 MS. LaMUSGA: Statement No. 1, he has
23 been offered [REDACTED] by ELIGO and then reoffered a
24 second time [REDACTED] both as settlements to this
25 claim. He wants to refuse accepting any money. He

1 does not want their money, and he does not want to
2 accept any settlement money, so he said no money to
3 him.

4 EXAMINER LYNN: Okay.

5 MS. LaMUSGA: His second piece was that
6 Mr. Soni has a great deal of business background and
7 that if AdTech could use some assistance, free
8 assistance from a business specialist, a business
9 consultant, he would be more than glad to consult
10 with ELIGO on some business practices and some things
11 that they may want to run by him and use his
12 expertise.

13 So he wanted us to read those two things
14 into the record.

15 EXAMINER LYNN: Okay.

16 MS. BOJKO: Your Honor, one more comment.
17 I'm sorry. I didn't know that we were going to
18 expressly put in the settlement dollars in the
19 record. I guess --

20 MS. LaMUSGA: I'm sorry.

21 MS. BOJKO: I guess I would ask those be
22 stricken from the record.

23 MS. LaMUSGA: I'm sorry. I didn't know.
24 Thanks, Kim.

25 EXAMINER LYNN: That can be taken out of

1 the record certainly.

2 MS. LaMUSGA: I apologize.

3 MS. BOJKO: That's okay. And just so we
4 are clear, this is a withdrawal with prejudice and
5 that there is no admission of guilt on behalf of any
6 party here today.

7 MS. LaMUSGA: Yes. It is withdrawal with
8 prejudice.

9 EXAMINER LYNN: Okay. Well, thank you
10 both for having taken the time to discuss things and
11 work out -- work out how things have ended up. We
12 appreciate everyone making the trip. We wish you
13 safe travels back and stay safe and stay well. COVID
14 is still with us so take care everybody. Have a good
15 rest of the day.

16 MS. BOJKO: Thank you, your Honor.

17 MS. LaMUSGA: Thank you, your Honor.

18 (Thereupon, at 1:21 p.m., the hearing was
19 adjourned.)

20 - - -

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CERTIFICATE

I do hereby certify that the foregoing is a true and correct transcript of the proceedings taken by me in this matter on Wednesday, October 27, 2021, and carefully compared with my original stenographic notes.

Karen Sue Gibson, Registered
Merit Reporter.

(KSG-7178)

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in

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

Summary: Transcript October 27th 2021 In the Matter of the Complaint of: Som R. Soni, dba AdTech Systems Research, Inc., Complainant, vs. ELIGO Energy OH, LLC, Respondent. electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs.