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Sent on: Friday, June 9 2023 at 1:02 PM EDT

FAX

case # 22-1073-el-css

Larry's Motion To Dismiss Aep's Motion For Dismiss And Proceed To Trial 3 of 3

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10. On Page 4 Under "B." It Is Stated (Bottom) :

"It is clear that Mr. Angus wishes to opt-out of AEP Ohio's smart meter service while also not paying the associated service fee. That choice, however, is not available under Ohio law. See Ohio Adm. Code 4901:1-10-05(J). And the Commission has rejected consumers' similar complaints regarding approved, tariffed smart meter opt-out service fees."

1st Mr. Angus Did Opt Out With Out A Fee See "4."

2nd The Below "A." Case Law Presented By Aep Is For People Who DID NOT OPT-OUT With Out Being Told Of The Fee(Verbal Agreement) But Are Cases Of Users Who Wanted To Opt Out With Out A Fee When Told Of The Fee, These Case Laws Do NOT Apply To Larry In The 1st Instance :

*A. See, e.g., In the Matter of the Complaint of Gregory Peck v. Duke Energy Ohio, Inc., Case No. 16-2338-EL-CSS, "Opinion and Order, ¶ 18 (May 22, 2019) (finding that because complainant "signaled his intention to opt out of the * * * smart meter service" the utility had sufficient reason to enroll him in its smart meter opt-out service and charge him the Commission-approved opt-out service fee)".*

This Guy Was TOLD Of The Opt Out Fee When Trying To Opt-Out..Larry was Not Told.

B. "In the Matter of the Complaint of Ned Bushong v. American Electric Power Company, PUCO Case No. 18-1828-EL-CSS, Opinion and Order, ¶ 26 (Oct. 07, 2020) ("We find that AEP Ohio's intent to levy a \$24.00 monthly charge on Mr. Bushong is not unreasonable, unlawful, or discriminatory; and is imposed due to the fact the Commission approved this charge in the Tariff Case.")"

This Case Law Does NOT Address NOT being Told Of The Smart Meter Fee When Opting Out And Does NOT Apply To Larry What So Ever But Shows Pucos Decision And How AEP is Trying To Use it In A Way That Is In Fact unreasonable, unlawful.

Aep When On To Say Larry Shows Aep's Misconduct :

"Because Mr. Angus opted out of AEP Ohio's smart meter service, AEP Ohio correctly charged him the Commission-approved opt-out service fee."

And We Look Later In "B."

"Mr. Angus claims AEP Ohio waived its smart meter fee after this initial conversation because he was not "told of [any] op[t] out fee." (Id.) But Mr. Angus admits that the Company later sent Mr. Angus a letter informing him that he could opt-out of the smart meter service, subject to AEP Ohio's cost-based opt-out service fee. (Id.)"

However Aep Stated "Mr. Angus Opted Out WITH OUT Being Told Of A Fee In The 1st(Phone Call With Aep) Nor Second Instance (Also See "Reason 5" Pipp Talks For Larry And Aep Still Does Not Mention A "Smart Meter Fee" At No Time Did Pucos Decision State "Aep May Or Can Charge Some One Who Opts Out With Out A Fee(Verbal Contract), Was Not Told Of The Fee" Aep Can Charge The Person Or Enroll The Person In The Smart Meter Fee...This Changes The Statement To :

"Because Mr. Angus opted out of AEP Ohio's smart meter service Without Being Told Of A fee, AEP Ohio Incorrectly charged him(Larry) the Commission-approved opt-out service fee To Those Who Choose To Opt-Out And Was Told Of A Opt-Out Fee."

I(Larry) Believe There Is A Label For This,Where One Makes A Contract Even Verbal With One And Later Tries To Add Something That Was Hidden Or Not Mentioned And Have That "Not Mentioned Or talked About" Thing Enforced By A Court...Misconduct.

Example "If One Rents A Cordless Drill For 10.00 A Day From A Renter And When The Rentee Brings It Back The Renter Says The Battery Is Down 25% I Am Going To Need You To Pay 20.00 For A Recharging Fee,Is That Renter Allowed To Charge The Rentee The 20.00 Fee Although The Renter Failed To State This When The Rentee Rented The Cordless Drill?"

Of Course Not..As That Charge Was Hidden From The Rentee And Not Mentioned...

Here Aep Allowed Larry To Opt Out But Did Not State The Fee And Are Precluded From Asking Or Enforcing Puco's Decision To Allow A Smart Meter Fee.

What Larry Seeks

For The Reasons Above(All Reasons 1 To 10 In The Complaint) Aep's Motion To Dismiss Should Be Dismissed As The Above Shows AEP Waived The Smart Meter Fee With Out Telling Larry Of The Fee(Verbal Contract) And Tried To Re-Hash Those Fee's Later With A Letter,Forums Of Ultimatum & Rico Tactics(A New Action Under Rico And 4905.26) And Lastly Raised The Bill By Force(A New Action Under Rico And 4905.26).

Certificate Of Service

Case : 22-1073-EL-CSS

Larry Angus
Vs
AEP

Certificate Of Service

I Larry Angus Jr. Hereby Certify That Larry Faxed This :
Motion To Dismiss Aep's Motion To Dismiss

To :

"The Puco"

At :

Public Utilities Commission of Ohio

Docketing Division

180 E. Broad St.

Columbus, OH 43215-3793

On This Day Of June 9th, 2023.

Signed : Larry Winston Angus Jr.

Date : June 9 2023