



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

October 29, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

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SECRETARY'S BUREAU
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Re: Pennsylvania Public Utility Commission, Bureau of Investigation
and Enforcement v. Great American Power, LLC
Docket No. M-2018- 261733S
(Settlement Agreement)

Dear Secretary Chiavetta:

Enclosed for filing is the original of the Settlement Agreement of the Bureau of Investigation and Enforcement ("I&E") of the Pennsylvania Public Utility Commission and Great American Power, LLC along with Appendix A, which consists of Proposed Ordering Paragraphs and Appendices B and C, the Statements in Support of I&E and Great American Power, LLC, respectively, in the above-reference proceeding.

Copies have been served on the parties of record in accordance with the Certificate of Service.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kourtney L. Myers
Prosecutor
PA Attorney ID No. 316494

Prosecutor for the Bureau of
Investigation and Enforcement

Enclosures

cc: RA-OSA@pa.gov
As per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement

v.

Great American Power, LLC

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Docket No. M-2018-

SETTLEMENT AGREEMENT

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Pursuant to 52 Pa. Code §§ 5.41 and 5.232, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement and Great American Power, LLC hereby submit this Settlement Agreement to resolve all issues related to the above-docketed informal investigation.

I. INTRODUCTION

1. The Parties to this Settlement Agreement ("Settlement" or "Settlement Agreement") are the Pennsylvania Public Utility Commission's ("Commission") Bureau of Investigation and Enforcement ("I&E"), by its prosecuting attorneys, P.O. Box 3265, Harrisburg, PA 17105-3265 and Great American Power, LLC ("Great American" or "Company"), with a principal place of business at 2959 Cherokee Street, Suite 202, Kennesaw, GA 30144.

2. The Commission is a duly constituted agency of the Commonwealth of

Pennsylvania empowered to regulate public utilities within this Commonwealth, as well as other entities subject to its jurisdiction, pursuant to the Public Utility Code (the “Code”), 66 Pa.C.S. §§ 101, *et seq.*

3. Section 501(a) of the Code, 66 Pa.C.S. § 501(a), authorizes and obligates the Commission to execute and enforce the provisions of the Code.

4. I&E is the bureau established to prosecute complaints against public utilities and other entities subject to the Commission’s jurisdiction pursuant to 66 Pa.C.S. §308.2(a)(11); *See also Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E).

5. Great American is a licensed electric generation supplier (“EGS”) as defined by 66 Pa.C.S. § 2803. Great American is engaged in offering and furnishing electric generation services in territories as authorized by its license within the Commonwealth of Pennsylvania.¹

6. Great American, as a licensed provider of electric generation service, is subject to the power and authority of the Commission pursuant to Sections 501(c) and 2809(e) of the Code, 66 Pa.C.S. §§ 501(c) and 2809(e).

7. Pursuant to the provisions of the applicable Commonwealth statutes and

¹ Great American was granted Commission approval to operate as an EGS on January 13, 2011 at Docket No. A-2010-2205475. Great American is certificated with the Commission to operate within the electric distribution service territories of the FirstEnergy Pennsylvania Companies, PECO Energy Company, PPL Electric Utilities Corporation, Duquesne Light Company, Pennsylvania Power Company, and UGI Utilities, Inc.

regulations, the Commission has jurisdiction over Great American's actions as an EGS that serves customers in Pennsylvania.

8. Section 3301 of the Code, 66 Pa.C.S. § 3301, authorizes the Commission to impose civil penalties on any public utility or on any other person or corporation subject to the Commission's authority for violations of the Code, the Commission's regulations, or both. Section 3301 allows for the imposition of a fine for each violation and each day's continuance of such violation(s).

9. Pursuant to Sections 331(a) and 506 of the Code, 66 Pa.C.S. §§ 331(a) and 506 and Section 3.113 of the Commission's regulations, 52 Pa. Code § 3.113, Commission staff has the authority to conduct informal investigations or informal proceedings in order to gather data and/or to substantiate allegations of potential violations of the Commission's regulations.

10. I&E instituted an informal investigation of Great American based on information referred to I&E by the Commission's Bureau of Consumer Services ("BCS"). BCS notified I&E that agents of Great American were issued citations by law enforcement for not complying with local ordinances regarding door-to-door marketing and sales activities. I&E determined that these allegations warranted that a further investigation be conducted to examine whether the actions of Great American or the agents of Great American violated Commission regulations and orders.

11. As a result of negotiations between I&E and Great American (hereinafter referred to as the "Parties"), the Parties have agreed to resolve their differences as

encouraged by the Commission's policy to promote settlements. *See* 52 Pa. Code § 5.231. The duly authorized Parties executing this Settlement Agreement agree to the settlement terms set forth herein and urge the Commission to approve the Settlement Agreement as submitted as being in the public interest. Proposed Ordering Paragraphs are attached as Appendix A. Statements in Support of the Settlement expressing the individual views of I&E and Great American are attached hereto as Appendix B and Appendix C, respectively.

II. BACKGROUND

12. On June 27, 2017, the Commission's Bureau of Consumer Services ("BCS") became aware of a Facebook post by the Millersburg Borough Police Department ("MBPD") regarding multiple residents who complained that two (2) sales agents were going door-to-door attempting to sell electricity in Millersburg, Pennsylvania (hereinafter referred to as "Millersburg incident").

13. When questioned, the agents told MBPD Officers that they were working for Great American. The officers issued citations to both agents for conducting door-to-door marketing in Millersburg without the required solicitation permits.

14. On June 29, 2017, BCS contacted Great American regarding the Millersburg incident. BCS requested that the Company review its sales force and practices in Millersburg to determine if the agents in question did in fact work for Great American. BCS also informed Great American that it had no record of being notified by the Company of its door-to-door marketing and sales activities as required by 52 Pa.

Code § 111.14(a).

15. In response, Great American provided that upon notification of the Millersburg incident, it immediately ceased all door-to-door marketing activities and investigated the agents in question. As a result of Great American's investigation, the Company found that those agents had been working on door-to-door marketing campaigns on behalf of the Company. Great American explained that it uses a third-party vendor to help conduct door-to-door marketing campaigns. However, since its third-party vendor provides agents to other EGSs, Great American alleges that it could not confirm that the agents in question were marketing on behalf of Great American during the day of the Millersburg incident.

16. Great American alleges that Millersburg, PA was not a targeted area for its June 2017 door-to-door marketing campaign and that after reviewing its enrollments and sales, the Company found no such activity in Millersburg, PA during that time period.

17. Great American agreed to begin notifying BCS of its door-to-door marketing activities on a monthly basis.

18. BCS subsequently referred the matter involving Great American to I&E for an informal investigation. Through Great American's responses to I&E's Data Requests – Sets I, II, and III, I&E determined that Great American began door-to-door marketing in October 2015 and conducted seventeen (17) door-to-door marketing and sales campaigns from October 2015 to June 2017 without notifying BCS and local distribution companies ("LDCs") of those activities.

19. I&E also determined that the Millersburg incident was not the only incident where agents were found engaging in door-to-door marketing on behalf of Great American without the proper solicitation permits for a particular area.

20. I&E discovered that in January 2017, Great American's third-party vendor received a complaint from Mount Joy, Pennsylvania regarding agents engaging in door-to-door marketing on behalf of Great American without the required solicitation permits for that area. Additionally, in June 2017, Great American received two (2) similar complaints from Lower Milford Township and Cumru Township, Pennsylvania.

21. Great American alleges that it conducted internal investigations into all five (5) incidents where agents were found engaging in door-to-door marketing on behalf of Great American without the proper solicitation permits, but that the Company did not produce any formal written investigative report regarding these incidents.

22. Great American alleges that it cannot provide the exact number of agents who were found engaging in door-to-door marketing on behalf of Great American in Mount Joy, Lower Milford Township, and Cumru Township, Pennsylvania.

23. On November 28, 2017, Great American resumed door-to-door marketing and began notifying BCS and LDCs of its door-to-door marketing and sales activities on a monthly basis.

24. At the time this matter was referred to I&E from BCS, no additional unauthorized door-to-door marketing complaints or reports regarding Great American had been received by BCS.

III. ALLEGED VIOLATIONS

25. I&E concluded from its investigation that the third-party agents acting on behalf of Great American violated provisions of Chapter 111 of the Pennsylvania Code concerning the Marketing and Sales Practices for the Retail Residential Energy Market, 52 Pa. Code § 111.9, with regard to compliance with local ordinances while conducting door-to-door marketing and sales activities.²

26. As a result of the incident as described herein, I&E concluded that Great American, as the licensed EGS, violated provisions of Chapter 111 of the Pennsylvania Code concerning the Marketing and Sales Practices for the Retail Residential Energy Market, 52 Pa. Code § 111.14(a)-(b), with regard to notifying BCS and LDCs of door-to-door marketing and sales activities.

27. Based on information obtained through its investigation, as described above, and a review of the Commission's regulations and relevant statutes, I&E was prepared to contend by the filing of a formal complaint that Great American violated certain provisions of Title 52 of the Pennsylvania Code in that:

A. Great American and/or its third-party agents failed to comply with the Marketing and Sales Practices for the Retail Residential Energy Market, 52 Pa. Code §§ 111.1-14, in that the Company and/or its third-party agents failed to comply with local ordinances regarding door-to-door marketing and sales

² "A licensee is responsible for any fraudulent, deceptive or other unlawful marketing or billing acts performed by the licensee, its employees, agents or representatives." 52 Pa. Code § 54.43(f). *See also*, 52 Pa. Code § 111.3.

activities.

If proven, this would be a violation of 52 Pa. Code § 111.9 (five (5) counts).

B. Great American failed to comply with the Marketing and Sales Practices for the Retail Residential Energy Market, 52 Pa. Code §§ 111.1-14, in that the Company failed to notify the Commission's Bureau of Consumer Services of its door-to-door marketing and sales activity.

If proven, this would be a violation of 52 Pa. Code § 111.14(a) (seventeen (17) counts).

C. Great American failed to comply with the Marketing and Sales Practices for the Retail Residential Energy Market, 52 Pa. Code §§ 111.1-14, in that the Company failed to notify local distribution companies of its door-to-door marketing and sales activity.

If proven, this would be a violation of 52 Pa. Code § 111.14(b) (seventeen (17) counts).

28. Great American understands the nature of the allegations that I&E would have asserted in a formal complaint, acknowledges its errors accordingly, and has put into effect appropriate measures that have been approved by I&E to ensure that such oversight is not likely to reoccur.

29. As a mitigating factor to the above allegations, I&E acknowledges that Great American fully cooperated with I&E's investigation. During the investigatory

process, Great American complied with I&E's requests for information and documentation and provided I&E with records, correspondences, and other documents as requested by I&E.

30. Throughout the entire investigatory process, I&E and Great American remained active in communications and informal discovery and continued to explore the possibility of resolving this investigation, which ultimately culminated in this Settlement Agreement.

IV. SETTLEMENT TERMS

31. The purpose of this Settlement Agreement is to terminate I&E's informal investigation and settle this matter completely without litigation. There has been no Formal Complaint filed, no evidentiary hearing before any tribunal, and no sworn testimony taken in any proceeding related to this incident.

32. Great American does not dispute I&E's allegations above and fully acknowledges the seriousness of those allegations and the need to prevent the reoccurrence of the above-described marketing and sales activities.

33. The Parties do not believe that there are any other potentially affected parties with respect to the subject of this Settlement Agreement who should directly receive notice hereof.

34. I&E and Great American, intending to be legally bound and for consideration given, desire to fully and finally conclude this informal investigation and agree to stipulate as to the following terms solely for the purposes of this Settlement

Agreement:

A. Great American will pay a civil penalty amount of thirteen thousand five hundred dollars (\$13,500.00) to resolve all allegations of unauthorized door-to-door marketing and sales practices and to fully and finally settle all possible liability and claims of alleged violations of the Commission's regulations arising from, or related to, the unauthorized door-to-door marketing and sales practices investigated herein. No portion of this civil penalty payment shall be recovered from Pennsylvania consumers by any future proceeding, device, or manner whatsoever. Said payment shall be made within thirty (30) days of the date of the Commission's final order approving the Settlement Agreement and shall be made by certified check or money order made payable to the "Commonwealth of Pennsylvania" and sent to:

Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

B. Great American will take or has taken corrective action and implemented revisions to its operating procedures which will act as safeguards against future unauthorized EGS marketing and sales practices of employees, agents of Great American, and the Company's third-party vendors. The pertinent portions of Great American's modified procedures are briefly described as follows:

i. Great American shall continue notifying BCS and LDCs of the Company's door-to-door marketing and sales activities on a monthly basis, which shall include general, non-proprietary information about the activity, the period involved, and a general description of the geographical area in accordance with 52 Pa. Code § 111.14(a)-(b), respectively;

ii. In addition to Great American's initial training of its internal marketing and sales representatives and third-party marketing and sales agents, the Company shall revise its Code of Conduct for Agents, Quality Assurance Program, and any and all training materials to require subsequent refresher training on current Commission regulations, statutes, policies, and orders on at least a quarterly basis;

iii. Great American shall revise its Code of Conduct for Agents, Quality Assurance Program, and any and all training materials provided to its internal marketing and sales representatives and third-party marketing and sales agents to emphasize compliance with local ordinances regarding door-to-door marketing and sales activities to ensure that the Company and its representatives and third-party agents properly adhere to 52 Pa. Code § 111.9(a);

iv. Great American shall self-report³ to the Commission any

³ I&E acknowledges Great American's good faith and cooperation in its agreement to self-report.

instance where the Company receives notice that anyone acting or purporting to act on its behalf receives a citation from law enforcement or a complaint, notification, report, or warning from a local municipality or township regarding the Company's and/or agent's failure to comply with *local ordinances regarding door-to-door marketing and sales activities*;

v. If Great American and/or its internal or third-party marketing and sales agent, acting on behalf of the Company, receives a citation from law enforcement or a complaint, notification, report, or warning from a local municipality or township regarding the Company's and/or agent's failure to comply with local ordinances regarding door-to-door marketing and sales activities, Great American shall conduct its own internal investigation and prepare a formal written investigative report, which shall include the Company's findings, conclusions, and all corrective measures taken by the Company in response to the incident.

vi. Great American shall employ additional quality control measures for the Company and its third-party vendors to ensure that the Company and its third-party marketing and sales agents, acting on the Company's behalf, comply with local ordinances regarding door-to-door marketing and sales activities. Those quality control measures shall include, but are not limited to, keeping records, in compliance with Great American's records retention policy, of the locations where Great American

and/or third-party vendors have obtained the required solicitation permits for door-to-door marketing and sales activities and comparing the locations of enrollments and sales to the Company's records reflecting the locations where the Company and/or third-party vendors have acquired the necessary solicitation permits.

35. In exchange for the actions taken by Great American, as described above, I&E agrees not to institute any formal complaint relating to the unauthorized door-to-door marketing and sales activities that are the subject of this Settlement Agreement.

36. In consideration of the Company's payment of a monetary civil penalty and its compliance with the non-monetary terms of this settlement, as specified herein, I&E agrees to forgo the institution of any formal complaint that relates to the Company's conduct as described in the Settlement Agreement. Nothing contained in this Settlement Agreement shall adversely affect the Commission's authority to receive and resolve any informal or formal complaints filed by any affected party with respect to the incident, except that no penalties beyond the civil penalty amount agreed to herein may be imposed by the Commission for any actions identified herein.

37. I&E and Great American jointly acknowledge that approval of this Settlement Agreement is in the public interest and fully consistent with the Commission's Policy Statement for Litigated and Settled Proceedings Involving Violations of the Code and Commission Regulations, 52 Pa. Code § 69.1201. The Parties submit that the Settlement Agreement is in the public interest because it effectively addresses I&E's

allegations of unauthorized sales and marketing activities that are the subject of the I&E's informal investigation and avoids the time and expense of litigation, which entails hearings, travel for out-of-state witnesses, and the preparation and filing of briefs, exceptions, reply exceptions, as well as possible appeals. Attached as Appendices B and C are Statements in Support submitted by I&E and Great American, respectively, setting forth the bases upon which the Parties believe the Settlement Agreement is in the public interest.

V. CONDITIONS OF SETTLEMENT

38. This document represents the Settlement Agreement in its entirety. No changes to obligations set forth herein may be made unless they are in writing and are expressly accepted by the parties involved. This Settlement Agreement shall be construed and interpreted under Pennsylvania law.

39. The Settlement is conditioned upon the Commission's approval of the terms and conditions contained in this Joint Settlement Petition without modification. If the Commission modifies this Settlement Agreement, any party may elect to withdraw from this Settlement Agreement and may proceed with litigation and, in such event, this Settlement Agreement shall be void and of no effect. Such election to withdraw must be made in writing, filed with the Secretary of the Commission and served upon all parties within twenty (20) business days after entry of an Order modifying the Settlement.

40. The Parties agree that the underlying allegations were not the subject of any hearing or formal procedure and that there has been no order, findings of fact or

conclusions of law rendered in this complaint proceeding. It is further understood that, by entering into this Settlement Agreement, Great American has made no concession or admission of fact or law and may dispute all issues of fact and law for all purposes in all proceedings that may arise as a result of the circumstances described in this Settlement Agreement.

41. The Parties acknowledge that this Settlement Agreement reflects a compromise of competing positions and does not necessarily reflect any party's position with respect to any issues raised in this proceeding.

42. This Settlement Agreement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable. This Settlement Agreement is presented without prejudice to any position that any of the parties may have advanced and without prejudice to the position any of the parties may advance in the future on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms and conditions of this Settlement Agreement. This Settlement Agreement does not preclude the parties from taking other positions in any other proceeding.

43. The terms and conditions of this Settlement Agreement constitute a carefully crafted package representing reasonably negotiated compromises on the issues addressed herein. Thus, the Settlement Agreement is consistent with the Commission's rules and practices encouraging negotiated settlements set forth in 52 Pa. Code §§ 5.231 and 69.1201.

WHEREFORE, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement and Great American Power, LLC respectfully request that the Commission issue an Order approving the terms of this Settlement Agreement in their entirety as being in the public interest.

Respectfully Submitted,

Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement

By: 

Kourtney L. Myers
Timothy K. McHugh
Prosecutors

Bureau of Investigation and Enforcement
P.O. Box 3265
Harrisburg, PA 17105
717.705.4366
komyers@pa.gov
tmchugh@pa.gov

Date: 10/29/18

Great American Power, LLC

By: 

Megan S. Haines, Esq.
McGuire Woods LLP
Tower Two-Sixty
260 Forbes Avenue
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Pittsburgh, PA 15222
mhaines@mcguirewoods.com

Counsel for Great American Power,
LLC

Date: 10/16/18

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	Docket No. M-2018-
v.	:	
	:	
Great American Power, LLC	:	

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PROPOSED ORDERING PARAGRAPHS

1. That the Settlement Agreement filed on October 29, 2018, between the Commission's Bureau of Investigation and Enforcement and Great American Power, LLC is approved in its entirety without modification.

2. That, in accordance with Section 3301 of the Public Utility Code, 66 Pa.C.S. § 3301, within thirty (30) days of the date this Order becomes final, Great American Power, LLC shall pay Thirteen Thousand Five Hundred Dollars (\$13,500), which consists of the entirety of the civil penalty settlement amount. Said payment shall be made by certified check or money order payable to "Commonwealth of Pennsylvania" and shall be sent to:

Secretary
 Pennsylvania Public Utility Commission
 P.O. Box 3265
 Harrisburg, PA 17105-3265

3. A copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

4. That the above-captioned matter shall be marked closed.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement

Docket No. M-2018-

v.

Great American Power, LLC

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**STATEMENT IN SUPPORT OF
BUREAU OF INVESTIGATION AND ENFORCEMENT**

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

The Bureau of Investigation and Enforcement ("I&E") of the Pennsylvania Public Utility Commission ("Commission") hereby files this Statement in Support of the Settlement Agreement ("Settlement") entered into by I&E and Great American Power, LLC ("Great American" or "Company") (collectively, the "Parties") in the above-captioned proceeding. The Settlement, if approved, fully resolves all issues related to I&E's informal investigation into the unauthorized door-to-door marketing activities of Great American.

I&E submits that the Settlement, which was amicably reached by the Parties after extensive negotiations and careful consideration, balances the duty of the Commission to protect the public interest, including the Company's customers and all electric consumers in Pennsylvania, with the interests of the Company. Accordingly, I&E respectfully

requests that the Commission approve the Settlement, including the terms and conditions thereof, without modification.

II. BACKGROUND

This matter involves Great American, an electric generation supplier (“EGS”) licensed by the Commission to operate within the electric distribution service territories of the FirstEnergy Pennsylvania Companies, PECO Energy Company, PPL Electric Utilities Corporation, Duquesne Light Company, Pennsylvania Power Company, and UGI Utilities, Inc. Great American received its Pennsylvania EGS license on January 13, 2011 at Docket No. A-2010-2205475.

On June 27, 2017, the Commission’s Bureau of Consumer Services (“BCS”) became aware of a Facebook post by the Millersburg Borough Police Department (“MBPD”) regarding multiple residents who complained that two (2) sales agents were going door-to-door attempting to sell electricity in Millersburg, Pennsylvania (hereinafter referred to as “Millersburg incident”). When questioned, the agents told MBPD Officers that they were working for Great American. The officers issued citations to both agents for conducting door-to-door marketing in Millersburg without the required solicitation permits.

On June 29, 2017, BCS contacted Great American regarding the Millersburg incident. BCS requested that the Company review its sales force and practices in Millersburg to determine if the agents in question did in fact work for Great American. BCS also informed Great American that it had no record of being notified by the Company of its door-to-door marketing and sales activities. In response, Great American

provided that it immediately ceased all door-to-door marketing activities and investigated the agents in question. As a result of Great American's investigation, the Company found that those agents had been working on door-to-door marketing campaigns on behalf of the Company. Great American explained that it uses a third-party vendor to handle the door-to-door marketing campaigns for the Company. However, since the Company's third-party vendor provides agents to other EGSs, Great American alleged that it could not confirm that the agents in question were marketing on behalf of Great American during the day of the Millersburg incident.

Great American further provided that Millersburg, PA was not a targeted area for its June 2017 door-to-door marketing campaign and that after reviewing its enrollments and sales, the Company found no such activity in Millersburg, PA during that time period. Great American agreed to begin notifying BCS of its door-to-door marketing activities on a monthly basis.

BCS requested that I&E review the matter and subsequently, an informal investigation was initiated by I&E. I&E's informal investigation concluded that sufficient data had been gathered to substantiate alleged violations of the Commission's regulations in connection with the unauthorized door-to-door marketing activities of Great American. Upon investigation, I&E determined that Great American began door-to-door marketing in October 2015 and conducted seventeen (17) door-to-door marketing campaigns from October 2015 to June 2017 without notifying BCS and local distribution companies ("LDCs") of those activities. I&E also determined that the Millersburg incident was not the only incident where agents of the Company were found

engaging in door-to-door marketing on behalf of Great American without the proper solicitation permits for a particular area. I&E discovered that in January 2017, Great American's third-party vendor received a complaint from Mount Joy, Pennsylvania regarding agents engaging in door-to-door marketing on behalf of Great American without the required solicitation permits for that area. Additionally, in June 2017, Great American received two (2) similar complaints from Lower Milford Township and Cumru Township, Pennsylvania.

Great American alleged that it conducted internal investigations into all five (5) incidents where its third-party agents were found engaging in door-to-door marketing on behalf of Great American without the proper solicitation permits, but the Company did not produce any formal written investigative report regarding these incidents. Great American alleged that it is unable to provide the exact number of agents who were found engaging in door-to-door marketing on behalf of Great American in Mount Joy, Lower Milford Township, and Cumru Township, Pennsylvania.

On November 28, 2017, Great American resumed door-to-door marketing and began notifying BCS and LDCs of its door-to-door marketing and sales activities on a monthly basis. At the time this matter was referred to I&E from BCS, no additional unauthorized door-to-door marketing complaints or reports regarding Great American had been received by BCS.

While the source of the issue appears to have been the actions of Great American's third-party vendor and agents, in part, Commission precedent holds the licensed entity

responsible for the actions of its employees, agents, vendors, or contractors. *See* 52 Pa. Code § 54.43(f).

In making a determination that the instant Settlement was appropriate, I&E weighed the Commission's clear "zero tolerance" mandate that it would "not tolerate unlawful activity that threatens to harm Pennsylvania consumers and thereby the burgeoning retail electricity market in Pennsylvania"¹ against various mitigating circumstances that are present here. Importantly, I&E acknowledges that Great American fully cooperated with I&E's investigation. Great American responded to I&E's requests for information regarding the allegations of unauthorized door-to-door marketing of Great American and provided I&E with records, correspondence, and other documents associated with the unauthorized enrollments. Moreover, throughout the entire investigatory process, I&E and Great American remained active in communications and informal discovery and continued to explore the possibility of resolving this investigation, which ultimately culminated in the Settlement Agreement reached here.

III. THE PUBLIC INTEREST

Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest, the Parties held a series of settlement discussions. These discussions culminated in this Settlement Agreement, which, once approved, will resolve all issues related to I&E's investigation into the unauthorized door-to-door

¹ *See Pa. Pub. Util. Comm'n v. MXenergy Electric Inc.*, Docket No. M-2012-2201861 (Order entered May 3, 2012).

marketing activities of Great American. Notably, the civil penalty component of the Settlement serves to address I&E's allegations of unauthorized door-to-door marketing.

I&E intended to prove the factual allegations set forth in its investigation at hearing. This Settlement Agreement results from the compromises of the Parties. Great American recognizes the concerns related to unauthorized door-to-door marketing activities and commits to fully complying with the Commission's regulations in the future.

Further, I&E recognizes that, given the inherent unpredictability of the outcome of a contested proceeding, the benefits to amicably resolving the disputed issues through settlement outweigh the risks and expenditures of continued litigation. I&E submits that the Settlement constitutes a reasonable compromise of the issues presented and is in the public interest. As such, I&E respectfully requests that the Commission approve the Settlement without modification.

IV. TERMS OF SETTLEMENT

I&E alleges that in connection with this incident, Great American committed violations of the Commission's regulations. While the alleged unauthorized door-to-door marketing activities were committed by an agent or employee of a third-party vendor, the Commission's regulations hold licensees liable for the conduct of third-party vendors. *See* 52 Pa. Code § 54.43(f); *See also* 52 Pa. Code § 111.3(b). As such, I&E submits that Great American is legally responsible for the alleged violations in this matter.

Based on I&E's allegations, I&E requests that the Commission approve the terms of the Settlement, which include directing Great American to pay a civil penalty in the

amount of thirteen thousand five hundred dollars (\$13,500.00) and implement measures that Great American has agreed to perform in order to prevent unauthorized door-to-door marketing from happening in the future.

Under the specific terms of the Settlement, I&E and Great American have agreed as follows:

A. Great American will pay a civil penalty amount of thirteen thousand five hundred dollars (\$13,500.00) to resolve all allegations of unauthorized door-to-door marketing and sales practices and to fully and finally settle all possible liability and claims of alleged violations of the Commission's regulations arising from, or related to, the unauthorized door-to-door marketing and sales activities investigated herein. No portion of this civil penalty payment shall be recovered from Pennsylvania consumers by any future proceeding, device, or manner whatsoever. Said payment shall be made within thirty (30) days of the date of the Commission's final order approving the Settlement Agreement and shall be made by certified check or money order made payable to the "Commonwealth of Pennsylvania" and sent to:

Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

B. Great American will take or has taken corrective action and implemented revisions to its operating procedures which will act as safeguards against future unauthorized EGS marketing and sales practices of employees,

agents of Great American, and the Company's third-party vendors. The pertinent portions of Great American's modified procedures are briefly described as follows:

i. Great American shall continue notifying BCS and LDCs of the Company's door-to-door marketing and sales activities on a monthly basis, which shall include general, non-proprietary information about the activity, the period involved, and a general description of the geographical area in accordance with 52 Pa. Code § 111.14(a)-(b), respectively;

ii. In addition to Great American's initial training of its internal marketing and sales representatives and third-party marketing and sales agents, the Company shall revise its Code of Conduct for Agents, Quality Assurance Program, and any and all training materials to require subsequent refresher training on current Commission regulations, statutes, policies, and orders on at least a quarterly basis;

iii. Great American shall revise its Code of Conduct for Agents, Quality Assurance Program, and any and all training materials provided to its internal marketing and sales representatives and third-party marketing and sales agents to emphasize compliance with local ordinances regarding door-to-door marketing and sales activities to ensure that the Company and its representatives and third-party agents properly adhere to 52 Pa. Code § 111.9(a);

iv. Great American shall self-report to the Commission any

instance where the Company receives notice that anyone acting or purporting to act on its behalf receives a citation from law enforcement or a complaint, notification, report, or warning from a local municipality or township regarding the Company's and/or agent's failure to comply with local ordinances regarding door-to-door marketing and sales activities;

v. If Great American and/or its internal or third-party marketing and sales agent, acting on behalf of the Company, receives a citation from law enforcement or a complaint, notification, report, or warning from a local municipality or township regarding the Company's and/or agent's failure to comply with local ordinances regarding door-to-door marketing and sales activities, Great American shall conduct its own internal investigation and prepare a formal written investigative report, which shall include the Company's findings, conclusions, and all corrective measures taken by the Company in response to the incident;

vi. Great American shall employ additional quality control measures for the Company and its third-party vendors to ensure that the Company and its third-party marketing and sales agents, acting on the Company's behalf, comply with local ordinances regarding door-to-door marketing and sales activities. Those quality control measures shall include, but are not limited to, keeping records, in compliance with Great American's records retention policy, of the locations where Great American and/or third-party vendors have obtained the required solicitation permits

for door-to-door marketing and sales activities and comparing the locations of enrollments and sales to the Company's records reflecting the locations where the Company and/or third-party vendors have acquired the necessary solicitation permits.

In consideration of Great American's payment of a monetary civil penalty, in combination with the corrective actions undertaken by the Company, I&E agrees that its informal investigation relating to Great American's conduct as described in the Settlement Agreement shall be terminated and marked closed upon approval by the Commission of the Settlement Agreement in its entirety.

Upon Commission approval of the Settlement in its entirety without modification, I&E will not file any further complaints or initiate other action against Great American at the Commission with respect to unauthorized door-to-door marketing activities during the time period examined by I&E's investigation.

V. LEGAL STANDARD FOR SETTLEMENT AGREEMENTS

Commission policy promotes settlements. *See* 52 Pa. Code § 5.231. Settlements lessen the time and expense that the parties must expend litigating a case and, at the same time, conserve precious administrative resources. Settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. "The focus of inquiry for determining whether a proposed settlement should be recommended for approval is not a 'burden of proof' standard, as is utilized for contested matters." *Pa. Pub. Util. Comm'n, et al. v. City of Lancaster – Bureau of Water*, Docket Nos. R-2010-2179103, et al. (Order entered July 14, 2011) at p. 11. Instead, the benchmark for determining the

acceptability of a settlement is whether the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm'n v. Philadelphia Gas Works*, Docket No. M-00031768 (Order entered January 7, 2004).

I&E submits that approval of the Settlement Agreement in the above-captioned matter is consistent with the Commission's Policy Statement regarding *Factors and Standards for Evaluating Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations* ("Policy Statement"), 52 Pa. Code § 69.1201; *See also Joseph A. Rosi v. Bell-Atlantic-Pennsylvania, Inc.*, Docket No. C-00992409 (Order entered March 16, 2000). The Commission's Policy Statement sets forth ten factors that the Commission may consider in evaluating whether a civil penalty for violating a Commission order, regulation, or statute is appropriate, as well as whether a proposed settlement for a violation is reasonable and in the public interest. 52 Pa. Code § 69.1201.

The Commission will not apply the standards as strictly in settled cases as in litigated cases. 52 Pa. Code § 69.1201(b). While many of the same factors may still be considered, in settled cases, the parties "will be afforded flexibility in reaching amicable resolutions to complaints and other matters so long as the settlement is in the public interest." 52 Pa. Code § 69.1201(b).

The first factor considers whether the conduct at issue was of a serious nature, such as willful fraud or misrepresentation, or if the conduct was less egregious, such as an administrative or technical error. Conduct of a more serious nature may warrant a higher penalty. 52 Pa. Code § 69.1201(c)(1). I&E submits that the violations involving

non-compliance with local ordinances regarding door-to-door marketing are of a serious nature due to the Commission's zero-tolerance policy concerning inappropriate and unlawful EGS marketing practices. However, I&E submits that the violations involving allegations of Great American's failure to notify BCS and LDCs of the Company's door-to-door marketing activities are of a less serious nature and more characteristic of an administrative or technical error.

The second factor considered is whether the resulting consequences of Great American's alleged conduct were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty. 52 Pa. Code § 69.1201(c)(2). There is no indication that the alleged violations actually resulted in personal injuries or property damage. I&E's investigation determined that the Millersburg incident resulted in a complete review by the Company of its door-to-door marketing and sales procedures and that changes were implemented to avoid a similar incident occurring in the future. However, I&E avers that any inappropriate EGS marketing practice is recognized by the Commission as a serious consequence. Accordingly, I&E submits that the resulting consequences of the actions of Great American and its third-party vendor and agents, whether inadvertent or not, were of a serious nature, but resulted in positive modifications to the Company's door-to-door marketing and sales procedures.

The third factor to be considered under the Policy Statement is whether the alleged conduct was intentional or negligent. 52 Pa. Code § 69.1201(c)(3). "This factor may only be considered in evaluating litigated cases." *Id.* Whether Great American's alleged

conduct was intentional or negligent does not apply since this matter is being resolved by settlement of the Parties. However, I&E submits that the unintentional nature of the conduct in question is a valid mitigating factor in this case.

The fourth factor to be considered is whether the Company has made efforts to change its practices and procedures to prevent similar conduct in the future. 52 Pa. Code § 69.1201(c)(4). When Great American became aware that its third-party agents involved in the Millersburg incident were given citations by the MBPD for soliciting without the proper permits, the Company immediately ceased its door-to-door marketing campaign. Great American did not resume door-to-door marketing until it changed its internal procedures regarding marketing and notifying BCS and LDCs. As previously stated, the Company voluntarily modified its internal operating procedures regarding its door-to-door marketing and sales activities to prevent these types of violations from recurring. Therefore, the Company is taking appropriate action to address concerns and decrease the likelihood of similar incidents in the future.

The fifth factor to be considered relates to the number of customers affected by the Company's actions and the duration of the violations. 52 Pa. Code § 69.1201(c)(5). It is unknown how many customers were affected by the actions of Great American and its third-party agents. However, I&E's investigation determined that no customers were enrolled with Great American as a result of the Company's unauthorized door-to-door marketing activities.

The sixth factor to be considered relates to the compliance history of Great American. 52 Pa. Code § 69.1201(c)(6). An isolated incident from an otherwise

compliant company may result in a lower penalty, whereas frequent, recurrent violations by a company may result in a higher penalty. *Id.* In *William Towne v. Great American Power, LLC*, Docket No. C-2012-2307991 (Order entered October 18, 2013), the Commission determined that the Company contacted the complainant fourteen times over a twenty-six day period despite repeated requests by the complainant to stop calling. The Commission sustained the complaint finding that Great American failed to properly identify itself as an independent energy supplier, to promptly place the complainant on a do-not-call list, and to provide a caller ID and imposed a civil penalty of \$10,000. *Id.* In the *Towne* case, the Commission noted that other customers may have been subjected to aggressive marketing tactics similar to that experienced by the complainant in that proceeding and referred the matter to I&E for such further action as deemed appropriate. *Id.*

In *Pa. Pub. Util. Comm'n v. Great American Power, LLC*, Docket No. M-2016-2536806 (Order entered April 20, 2017), I&E initiated an investigation of Great American, as a result of the Commission's Order in *Towne*, regarding the telemarketing practices of the Great American's third-party vendor. I&E determined that the Company's third-party vendor failed to properly conduct telemarketing sales resulting in fraudulent, deceptive or otherwise unlawful acts in the process of marketing EGS service in Pennsylvania. The Commission approved a settlement agreement in this case and imposed a civil penalty of \$900 per incident of unlawful EGS marketing for a total civil penalty of \$18,000. *Id.*

Other than the *Towne* proceeding and the Commission's referral in *Towne* to I&E, there have been no proceedings in which the Commission has made findings of violations against Great American. Therefore, I&E submits that the compliance history of the Company poses no barrier to approval of the Settlement between the Parties.

The seventh factor to be considered relates to whether the Company cooperated with the Commission's investigation. 52 Pa. Code § 69.1201(c)(7). Throughout this investigation, the Parties remained active in communications and informal discovery. Great American fully cooperated in the process, maintained ongoing communication, and responded to I&E's requests for information and documentation. Therefore, I&E submits that Great American cooperated with I&E throughout all phases of this investigation and settlement process.

The eighth factor to be considered is the appropriate settlement amount necessary to deter future violations. 52 Pa. Code § 69.1201(c)(8). The agreement between I&E and Great American provides a civil penalty of \$1,000 for each of the five (5) incidents where agents of Great American were found engaging in door-to-door marketing on behalf of the Company without the proper solicitation permits, a civil penalty of \$250 for each of the seventeen (17) door-to-door marketing and sales campaign that Great American conducted from October 2015 to June 2017 without notifying BCS of those activities, and a civil penalty of \$250 for each of the seventeen (17) door-to-door marketing and sales campaign that Great American conducted from October 2015 to June 2017 without notifying LDCs of those activities, for a total civil penalty of \$13,500. I&E submits that a

civil penalty amount of \$13,500 is substantial and sufficient to deter Great American from committing future violations.²

The ninth factor to be considered relates to past Commission decisions in similar matters. 52 Pa. Code § 69.1201(c)(9). I&E submits that there are no past Commission decisions directly responsive to a similar situation such as the instant matter, which involves an I&E investigation of an EGS's non-compliance with local ordinances regarding door-to-door marketing and failure to notify BCS and LDCs of door-to-door marketing activities. For that reason, this matter should be viewed on its own merits.

The tenth factor considers "other relevant factors." 52 Pa. Code § 69.1201(c)(10). I&E submits that an additional relevant factor – whether the case was settled or litigated – is of pivotal importance to this Settlement Agreement. A settlement avoids the necessity for the governmental agency to prove elements of each allegation. In return, the opposing party in a settlement agrees to a lesser fine or penalty, or other remedial action. Both parties negotiate from their initial litigation positions. The fines and penalties, and other remedial actions resulting from a fully litigated proceeding are difficult to predict and can differ from those that result from a settlement. Reasonable settlement terms can represent economic and programmatic compromise but allow the parties to move forward and to focus on implementing the agreed upon remedial actions.

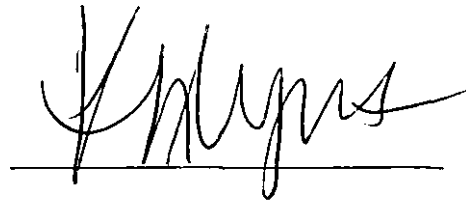
In conclusion, I&E fully supports the terms and conditions of the Settlement Agreement. The terms of the Settlement Agreement reflect a carefully balanced

² I&E is not aware of any recent Commission decisions pertaining to allegations similar to this proceeding.

compromise of the interests of the Parties in this proceeding. The Parties believe that approval of this Settlement Agreement is in the public interest. Acceptance of this Settlement Agreement avoids the necessity of further administrative and potential appellate proceedings at what would have been a substantial cost to the Parties.

WHEREFORE, I&E supports the Settlement Agreement as being in the public interest and respectfully requests that the Commission approve the Settlement in its entirety without modification.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K. Myers', is written over a horizontal line.

Kourtney L. Myers
Prosecutor
PA Attorney ID No. 316494

Timothy K. McHugh
Prosecutor
PA Attorney ID No. 317906

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
P.O. Box 3265
Harrisburg, PA 17105-3265
komyers@pa.gov
tmchugh@pa.gov

Dated: October 29, 2018

**BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement

v.

Great American Power, LLC

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**GREAT AMERICAN POWER, LLC's STATEMENT IN SUPPORT OF
SETTLEMENT AGREEMENT OF PENNSYLVANIA PUBLIC UTILITY
COMMISSION BUREAU OF INVESTIGATION AND ENFORCEMENT**

Great American Power, LLC, a Pennsylvania limited liability company ("Great American" or the "Company"), hereby submits this Statement in Support of Settlement Agreement ("Settlement Agreement"), which is proposed to fully resolve all issues in the above-referenced docket and ongoing regulatory investigation being conducted by the Bureau of Investigation and Enforcement ("I&E") of the Pennsylvania Public Utility Commission's ("Commission").

The Settlement Agreement is submitted on behalf of Great American and I&E (collectively, "Settling Parties"). The Settlement Agreement is intended to amicably resolve the above-referenced informal investigation without the need to engage in timely and costly litigation. The settlement is a reasonable resolution of Great American's non-compliance with provisions of Chapter 111 of the Pennsylvania Code concerning the Marketing and Sales Practices for the Retail Residential Energy Market, which resulted

from certain oversights made by Great American and by marketing agents acting on its behalf. Approval of the Settlement Agreement is consistent with the Commission's *Policy for Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations*, 52 Pa. Code § 69.1201.

As detailed in the Settlement Agreement, Great American has taken or will take remedial measures to ensure future compliance and has agreed to pay a reasonable civil penalty to fully resolve this matter. Thus, approval of the Settlement Agreement is in the public interest and Great American respectfully requests that the Commission approve the settlement as submitted.

In further support of the Settlement Agreement, Great American offers the following summary of relevant information for the Commission's consideration.

I. BACKGROUND

1. I&E initiated investigations of Great American's after the Commission's Bureau of Consumer Services ("BCS") notified it that agents marketing on behalf of Great American were issued citations by law enforcement for failure to obtain local solicitation permits as required by local ordinances governing door-to-door marketing and sales activities.
2. I&E determined that these allegations warranted a further investigation. Pursuant to its investigation, and as outlined in more detail in the Settlement Agreement, I&E concluded that Great American, as the licensed EGS, violated provisions of Chapter 111 of the Pennsylvania Code concerning the Marketing and Sales Practices for the Retail Residential Energy Market, 52 Pa. Code § 111.14(a)-(b),

for its failure to (i) comply with local ordinances regarding door-to-door marketing and sales activities; and (ii) notify BCS and local distribution companies (“LDCs”) regarding its door-to-door marketing and sales activities.

3. Great American understands the nature of the allegations that I&E would have asserted in a formal complaint. Great American’s non-compliance was not intentional, resulting instead from oversights and impacting a limited number of potential customers. Nonetheless, Great American acknowledges its errors accordingly, and has put into effect appropriate measures to ensure that such oversight is not likely to reoccur. No similar oversights have occurred since these measures were implemented.

4. As a mitigating factor, I&E has acknowledged that Great American fully cooperated with I&E’s investigation. During the investigatory process, Great American complied with I&E’s requests for information and documentation and provided I&E with records, correspondences, and other documents as requested by I&E. Throughout the entire investigatory process, I&E and Great American remained active in communications and informal discovery and continued to explore the possibility of resolving this investigation, which ultimately culminated in this Settlement Agreement. I&E has further acknowledged Great American’s good faith and cooperation in agreeing to self-report as detailed below.

II. SETTLEMENT

5. To avoid further action and a formal complaint as a result of the potential violations, the Settling Parties engaged in settlement discussions in an attempt to

reach an amicable resolution of the investigation as set forth in the terms and conditions of the Settlement Agreement.

6. In resolution of this matter, Great American has agreed to pay a reasonable monetary penalty, and has designed and implemented remedial revisions to its operating procedures and governing training and policy documents in order to safeguard against reoccurrence of the events giving rise to the Settlement Agreement. Specifically, Great American agreed to take or has already taken the following corrective action:

A. Great American shall continue notifying BCS and LDCs of the Company's door-to-door marketing and sales activities on a monthly basis, which shall include general, non-proprietary information about the activity, the period involved, and a general description of the geographical area in accordance with 52 Pa. Code § 111.14(a)-(b), respectively;

B. In addition to Great American's initial training of its internal marketing and sales representatives and third-party marketing and sales agents, the Company shall revise its Code of Conduct for Agents, Quality Assurance Program, and any and all training materials to require subsequent refresher training on current Commission regulations, statutes, policies, and orders on at least a quarterly basis;

C. Great American shall revise its Code of Conduct for Agents, Quality Assurance Program, and any and all training materials provided to its internal marketing and sales representatives and third-party marketing and sales agents

to emphasize compliance with local ordinances regarding door-to-door marketing and sales activities to ensure that the Company and its representatives and third-party agents properly adhere to 52 Pa. Code § 111.9(a);

D. Great American shall self-report to the Commission any instance where the Company receives notice that anyone acting or purporting to act on its behalf receives a citation from law enforcement or a complaint, notification, report, or warning from a local municipality or township regarding the Company's and/or agent's failure to comply with local ordinances regarding door-to-door marketing and sales activities;

E. If Great American and/or its internal or third-party marketing and sales agent, acting on behalf of the Company, receives a citation from law enforcement or a complaint, notification, report, or warning from a local municipality or township regarding the Company's and/or agent's failure to comply with local ordinances regarding door-to-door marketing and sales activities, Great American shall conduct its own internal investigation and prepare a formal written investigative report, which shall include the Company's findings, conclusions, and all corrective measures taken by the Company in response to the incident.

F. Great American shall employ additional quality control measures for the Company and its third-party vendors to ensure that the Company and its third-party marketing and sales agents, acting on the Company's behalf, comply

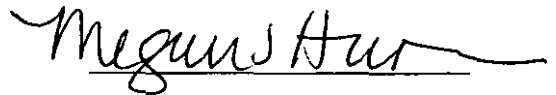
with local ordinances regarding door-to-door marketing and sales activities. Those quality control measures shall include, but are not limited to, keeping records, in compliance with Great American's records retention policy, of the locations where Great American and/or third-party vendors have obtained the required solicitation permits for door-to-door marketing and sales activities and comparing the locations of enrollments and sales to the Company's records reflecting the locations where the Company and/or third-party vendors have acquired the necessary solicitation permits.

7. In light of the foregoing, I&E has agreed to all of the terms and conditions of the Settlement Agreement, including without limitation, the monetary penalty amount, and fully supports the Commission's final adoption of the Settlement Agreement in order to dispense with and finally resolve the above-captioned matter.

For the reasons set forth herein and in the accompanying documents, the Settling Parties respectfully request that the Commission accept and approve the Settlement Agreement and adopt an order approving the terms and conditions thereof in their entirety as being in the public interest.

We thank the Commission for its consideration of this filing. If you should have any questions, please contact the undersigned counsel.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Megan S. Haines", written over a horizontal line.

Megan S. Haines, Esquire
Attorney ID 203590
McGuireWoods LLP
Tower Two-Sixty Two
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Date: October 16, 2018

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement

v.

Great American Power, LLC

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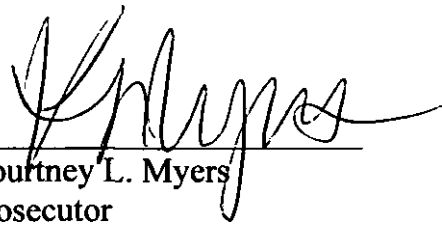
CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Complaint upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Service by First Class Mail:

Megan S. Haines, Esquire
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Counsel for Great American Power, LLC


Kourtney L. Myers
Prosecutor
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Dated: October 29, 2018

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