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1 here may stay.

2 ATTORNEY EXAMINER KINGERY: At this point
3 we will seal the record and subject to determination,
4 generally whether there has been waived.

5 MR. SERIO: Your Honor, it's not my fight
6 because I am aware some of information, I feel
7 obligated to say it, Mr. Campbell is not one of the
8 parties, and I only know this because I asked him
9 after the break, but he's an attorney with Jones Day,
10 and I think he's here representing East Ohio, who
11 isn't a party. Whether that's a problem or not I
12 don't know.

13 MR. PETRICOFF: That would be a problem.

14 ATTORNEY EXAMINER KINGERY: I have to ask
15 you to leave. If you would like to wait outside, we
16 can call you when we are through this portion.

17 (CONFIDENTIAL PORTION.)

18 ATTORNEY EXAMINER KINGERY: You may

19 2007 proceed
20 MR. CREEKMUR: Thank you, your Honor.

21 Q. (By Mr. Creekmur) Mr. Riley, point of
22 clarification, any time that I spoke in terms of
23 insurance, that was synonymous in my meaning with
24 warranties in your business, and I assume that would

1 not change any of your answers?

2 A. It would not, no.

3 Q. Mr. Riley, I'll repeat my question and
4 start back at the beginning of this. On page 12,
5 Interrogatory No. 13, is it true you have stated
6 there are 103,092 active contracts for gas line
7 warranties in Ohio or approximately that many?

8 A. At the end of September of this year,
9 that's correct.

10 Q. Thank you. And on page 14 of your
11 interrogatory, Columbia Exhibit No. 4, Interrogatory
12 No. 16, is it true that you state the average monthly
13 fee for gas line warranty provided by USP in Ohio is
14 \$3.46 as of August 31, 2007?

15 A. Yes, it is.

16 MR. PETRICOFF: Your Honor, I want to
17 note for the record I have a continuing objection for
18 the whole line of questioning.

19 ATTORNEY EXAMINER KINGERY: Yes, I
20 recognize that.

21 Q. Mr. Riley, I'm going to ask you to assume
22 mathematical computations. If you are more
23 comfortable, I'll be happy to provide you with
24 calculator so you can make those, or your counsel

1 with a calculator can verify my numbers, if would
2 like.

3 A. Counsel can provide me with a pen, I'll
4 do back of the envelope.

5 Q. Mr. Riley, they're large numbers, so you
6 are aware. Anytime you would like to verify with a
7 calculator, certainly let me know.

8 MR. PETRICOFF: If you have one, I have
9 one to give my client, but it's fairly small. If you
10 have one with bigger numbers.

11 Q. Mr. Riley, is it true on page 13 of your
12 interrogatories Columbia Exhibit No. 4, Interrogatory
13 No. 14, the very end of your response you have stated
14 that for the calendar year 2007 there have been 1,116
15 riser repairs amounting to \$1,015,051.26 up to
16 August 31, 2007, for that calendar year?

17 A. I apologize. What page are you on?

18 Q. Page 13.

19 A. The interrogatories?

20 Q. The interrogatories, yes, sir. It is
21 No. 14, page 13, though.

22 A. Okay. So would you mind repeating the
23 question?

24 Q. Absolutely. Your response to

1 Interrogatory No. 14 at the very bottom, is it true
2 you state for the calendar year 2007 up to August 31,
3 2007, there have been 1,116 risers -- excuse me --
4 customer service lines repaired totaling a figure of
5 \$1,015,551.26.

6 A. Yes.

7 Q. Now, Mr. Riley, this is where the
8 calculator might come in handy. If you divide -- if
9 you take that annual cost, the \$1 million figure, and
10 divide it by the number of riser repairs, you will
11 come out to approximately \$910 per repair, and,
12 again, approximately?

13 A. That's correct.

14 ATTORNEY EXAMINER KINGERY: Excuse me.
15 You said "riser repairs." Did you mean service line
16 repairs?

17 MR. CREEKMUR: Thank you, your Honor, I
18 did mean customer service line repairs for the
19 record.

20 MR. PETRICOFF: Your Honor, I want to
21 object. It says gas service line repairs in Ohio,
22 and we're not clear at this point whether that's just
23 the customer service line or the house line or claims
24 on the houses themselves, nor the nature of the

1 policy.

2 ATTORNEY EXAMINER KINGERY: Thank you.

3 MR. PETRICOFF: I will include that once
4 again in my objection that you simply cannot take
5 these numbers and make comparisons to the IRP and
6 that's where we're going.

7 MR. CREEKMUR: Your Honor, I stipulated
8 we're not doing that multiple times.

9 ATTORNEY EXAMINER KINGERY: Can you
10 clarify the question to make sure that we understand
11 exactly what those repairs were for?

12 MR. CREEKMUR: Certainly.

13 Q. Mr. Riley, you have them defined as gas
14 service lines in your answer. If you divide the
15 dollar amount by the number of repairs for the
16 calendar year 2007, you will come out to
17 approximately \$910 per repair; is that correct?

18 A. That's correct.

19 Q. On page 20, I believe of your
20 interrogatories, which is a response to Interrogatory
21 No. 30, your last sentence of your response is it
22 true you state approximately 1,500 gas service lines
23 under USP warranty in Ohio will need to be replaced
24 annually?

1 A. Yes, that's correct.

2 Q. And can we assume that number is also
3 valid for the calendar year 2007, approximately?

4 A. I'm sorry, can you repeat that question.

5 Q. I'll rephrase that. Your response there
6 are 1,500 gas service lines under USP warranty in
7 Ohio that need to be replaced annually, is it also a
8 correct statement for the calendar year 2007,
9 approximately?

10 A. Yes, approximately, that's correct.

11 Q. Mr. Riley, if you could either agree with
12 my assumption or verify on the calculation that 1,500
13 service line repairs, multiplied by the \$910 figure
14 per repair that we already determined equals
15 \$1,365,000 approximately?

16 A. Yes, that's correct.

17 Q. And, Mr. Riley, is it fair to assume, and
18 can you verify this on your calculator, if you wish,
19 that if you multiply the number of contracts that
20 we've established, the 103,092 contracts, multiplied
21 by your average monthly customer charge of \$3.46,
22 multiplied by 12 months would give USP a total
23 revenue under these gas service line warranties of
24 approximately 4.2 or 4.3 million dollars? Would you

1 like me to repeat that question?

2 A. No. I understand the question. The
3 problem with the math is that our prices vary
4 depending upon the time in which we sold the product,
5 so the average price that was quoted as \$3.46 was an
6 average price at a snapshot in time made up of a
7 certain group of customers. And those group of
8 customers may not have been the same group previously
9 at a different price point, so it's not a fair
10 comparison to say the 3.46 was the same price in
11 effect the entire year or there were 103,000 products
12 sold the entire year.

13 Q. You stated there were 103,092 active
14 contracts in Ohio.

15 A. As of a specific date.

16 Q. Correct. Mr. Riley, would that average
17 monthly fee, as you've stated to be \$3.46, would that
18 swing wildly one way up or down through the calendar
19 year 2007?

20 A. It would not change wildly, no.

21 Q. Can you further define that? Would that
22 be a quarter, 10 cents?

23 A. It's probably in the range of 10 to 15
24 cents.

1 Q. Thank you. Mr. Riley, that would be
2 10 or 15 cents of an increase or decrease?

3 A. It would likely be a decrease.

4 Q. Why is that, Mr. Riley?

5 A. Because the 103,000 products sold reflect
6 the latest campaign that we did, and we had a price
7 increase in our last campaign. So the prices in our
8 last campaign reflected the highest prices we
9 offered.

10 Q. Mr. Riley, if you don't agree with my
11 \$4.2 million total revenue income for USP on these
12 gas service line warranties, could you provide me
13 with a more accurate figure, although I will assume
14 it's still an approximation?

15 A. Subject to check, it is an approximation,
16 I'd say it's closer to 3.9 million.

17 Q. Mr. Riley, for the sake of argument what
18 is your \$3.9 million -- we'll use the \$3.9 million
19 number, if you're comfortable with that.

20 A. Sure.

21 Q. Isn't it true, Mr. Riley, that once USP
22 subtracts the cost of annual repairs approximated at
23 \$365,000 from the total amount it collects annually
24 from its customers for the associated warranties in

1 the range of \$3.9 million, USP would then retain
2 approximately \$2.5 million, actually slightly more?

3 A. That would be the gross margin on the
4 product sold, yes, that's correct.

5 Q. Thank you. Mr. Riley, USP is in the gas
6 line warranty business to make a profit, is it not?

7 A. It is.

8 Q. Would USP stay in the gas line warranty
9 business long term if the business wasn't profitable?

10 A. Probably not.

11 MR. CREEKMUR: Thank you, Mr. Riley, for
12 your time.

13 That's all the questions, your Honor.

14 ATTORNEY EXAMINER KINGERY: Thank you.
15 We will go back into the public record at this time.

16 MR. PETRICOFF: Before we go back, maybe
17 we should complete any other questions that would be
18 under seal because I'd have redirect on the part
19 that's under seal. It may make more sense to manage
20 it that way to go off and go on.

21 ATTORNEY EXAMINER KINGERY: I'd have to
22 send our visitor back so we will go back on at this,
23 point but it was a good idea, though.

24 MR. PETRICOFF: Didn't come timely

1 enough, though.

2 ATTORNEY EXAMINER KINGERY: Right.

3 (PUBLIC RECORD.)

4 ATTORNEY EXAMINER KINGERY:

5 Ms. Hammerstein, you are next.

6 MS. HAMMERSTEIN: Can we take a
7 five-minute break, your Honor?

8 ATTORNEY EXAMINER KINGERY: Yes, we can,
9 come back at five after.

10 (Recess taken.)

11 ATTORNEY EXAMINER KINGERY: Are we ready
12 to proceed?

13 MS. HAMMERSTEIN: Yes, Your Honor.

14 Mr. Reilly will proceed.

15 - - -

16 CROSS-EXAMINATION

17 By Mr. Reilly:

18 Q. Mr. Riley, my name is Steve Reilly. I am
19 an assistant attorney general on behalf of the staff
20 of the Public Utilities Commission, co-counsel to
21 Ms. Hammerstein. I have just a couple of questions
22 for you. I'd like to talk to you a little bit about
23 warranty programs. I don't think this is
24 confidential, just generally.

1 A. There's a number of different ways we do
2 it. In the Ohio market --

3 Q. Excuse me. Before you get into that for
4 your own protection, are you about to talk about
5 anything everyone else isn't doing?

6 A. Probably so. Well, we are probably going
7 to talk about things that others don't do.

8 MR. REILLY: Do you want to go to
9 confidential?

10 MR. PETRICOFF: I guess we have to, yes,
11 your Honor.

12 (CONFIDENTIAL PORTION.)

13 Q. (By Mr. Reilly) All I'm trying to get out
14 is how potential customers find out about your
15 product, that's all I'm trying to get to. If you can
16 describe that for us.

17 A. Sure. We will acquire a customer list in
18 a number of different ways, including the existing
19 customer list that we have. We will at times
20 purchase customer lists from different companies that
21 are out there that will provide those lists. We use
22 those lists to mail direct solicitations to our
23 customers.

24 Q. When you talk about the companies out

1 there that provide those lists, you are talking about
2 companies in the business of providing customer
3 lists?

4 A. Yes.

5 Q. Are you talking about any others?

6 A. We acquired a customer list when we
7 bought the business.

8 Q. And you bought the business from?

9 A. Columbia Energy Companies.

10 Q. So am I correct that if somebody didn't
11 receive one of your solicitations, there would be no
12 way for an individual to learn about your products
13 from your company?

14 A. Not necessarily. I mean, we have
15 websites up they could find out about it. Could
16 Google us, a lot of people learn about it from their
17 neighbors. We have folks that learn about it from
18 contractors we use in our network when they see other
19 folks getting the repair work done. There's a number
20 of different ways consumers find out about us.

21 Q. The contractors you use in your network,
22 I'd like to talk about them for just a second.

23 ATTORNEY EXAMINER KINGERY: Excuse me.

24 Are we back to nonproprietary?

1 MR. REILLY: We are almost out.

2 Q. Do you have exclusive contracts with the
3 contractors you deal with in your network?

4 A. We do not.

5 ATTORNEY EXAMINER KINGERY: Are we out
6 now?

7 MR. REILLY: We don't need to be under
8 seal. I think Howard or I will recognize when we're
9 about to do something.

10 ATTORNEY EXAMINER KINGERY: Okay. We may
11 all suffocate.

12 MR. REILLY: The survivors go home early.
13 Let's stay under seal here.

14 ATTORNEY EXAMINER KINGERY: Okay.

15 Q. You mentioned several methods by which
16 potential customers would find out about your
17 services. Do you -- does your company keep any kind
18 of records, tabulations, or calculations on the
19 percentage of potential customers that are identified
20 through any one of those means?

21 A. You mean --

22 Q. Let me ask a different way.

23 A. Okay.

24 Q. Does your company keep any kind -- does

1 your company make a determination what percentage of
2 customers come to it by word of mouth?

3 A. No, we do not.

4 Q. Does your company keep any calculations
5 or records of what percentage of potential customers
6 come to it because they first learned about it on its
7 website?

8 A. No, we don't.

9 Q. Does your company keep any calculations
10 or potential records as to -- does your company keep
11 any calculations or records as to the percentage of
12 potential customers that come to it by reason of a
13 direct mailing?

14 A. We know how many customers respond to our
15 direct mailings, solicitation.

16 Q. Okay. Do you make a determination of
17 what percentage that is of your total potential
18 customers?

19 A. No. We've never done that calculation.

20 Q. Tell me this, we are still under seal
21 here, just in general, does your company spend more
22 money on direct mailing or on your notice in your
23 website regarding your services?

24 A. Direct mail.

1 Q. Many times more annually?

2 A. It's significantly more, yes.

3 Q. Would I be safe to say that most of your
4 direct customers come to the company through the
5 direct mail route?

6 A. That's fair, yes.

7 Q. Would it be safe to say the significant
8 majority of the customers come to the company through
9 the direct mail route?

10 A. Yes, that's fair.

11 Q. Is it safe to say, in fact, if a
12 potential customer doesn't learn about your potential
13 products in the direct mail route, they were not
14 going to find out about it probably?

15 A. There's a great percentage that learn
16 through it, a far greater percentage that learn
17 through direct mail, but that does not preclude other
18 customers who are signing up for the service.

19 MR. REILLY: May I have a moment, your
20 Honor?

21 ATTORNEY EXAMINER KINGERY: Yes.

22 MR. REILLY: We don't have to be on the
23 confidential record any longer.

24 (public record)

1 Q. Tell me, sir, are customer service
2 representatives under a drug and alcohol program that
3 meet the requirements of 49CFR199?

4 A. They are not.

5 Q. Let me ask you one last thing. I think
6 you testified when a customer calls and they're
7 worried about a possible gas leak, that the customer
8 service representatives tell the customers to leave
9 their home along with telling them to call Columbia;
10 is that correct?

11 A. If they smell a gas leak in their home,
12 we inform them to leave the home and call Columbia
13 Gas.

14 Q. Are your customer service representatives
15 informed that they should also tell Columbia Gas if
16 they left their home?

17 A. No.

18 MR. REILLY: We should probably go back
19 on the confidential record.

20 ATTORNEY EXAMINER KINGERY: The record
21 will be sealed at this point.

22 (CONFIDENTIAL PORTION.)

23 Q. A question about your warranty and
24 coverage. If there is a break in the gas line of a

1 pinhole leak, whatever is causing the escape of gas,
2 and that's caused by a third party, not caused by the
3 homeowner and not caused by corrosion, somebody
4 digging, does your warranty cover that?

5 A. It does not.

6 Q. Would that be true if the customer caused
7 it, a customer digging?

8 A. Same situation.

9 Q. If there's a general way to do it, what
10 is the coverage of your warranty?

11 A. It's for normal wear and tear of the
12 service line.

13 Q. How would you make that determination
14 before you go out there?

15 A. Before we go out to check on the
16 condition of the line?

17 Q. You go out and check on the condition of
18 the line, and you find it is not a covered item.
19 What happens?

20 A. We'll inform the customer that we can't
21 cover their claim because of whatever condition
22 that's not consistent with our warranty, and then --
23 it's a situation we don't like so typically our
24 manager of the contractor network will work with

1 whatever the contractor is on site to get the job
2 done for the consumer at a discounted price.

3 Q. You would inform the customer of that
4 information before you did the work.

5 A. To the extent that that's possible, yes.

6 Q. Would you do the work -- I'm talking
7 about the situation that is not covered by your
8 warranty. A contractor goes out and makes that
9 determination. The customer is not home. What does
10 the contractor then do?

11 A. Notify us for us to get in touch with the
12 customer at the first opportunity we can.

13 Q. And that would occur -- you're getting in
14 touch with the customer would occur before any work
15 done on the gas line?

16 A. I don't know because I don't know the
17 circumstance. These gas lines are buried, so if it
18 was damaged by a third party, you will probably know
19 that when you walk on the property because there's a
20 hole in the ground that shouldn't have been there.
21 In order to answer your question specifically I would
22 have to have a specific example.

23 Q. What I am trying to get to here, is there
24 any situation in which your contractor would fix a

1 gas leak that was not covered by your warranty
2 without talking to the customer first?

3 A. No. Under our procedures if there is any
4 question about whether a service line is eligible for
5 warranty repair, the contractor is to immediately
6 call our manager of contractors, who then gets in
7 touch with the customer.

8 Q. All right. I apologize if my voice is
9 up. I'm trying to be heard.

10 A. That's fine.

11 Q. Okay. So it's safe to say that the
12 entire repair process is then delayed until your
13 company is able to contact the customer and get the
14 customer's approval or in some cases I suppose
15 disapproval on further repair?

16 A. Yes. It's a very rare occurrence, but,
17 yes.

18 Q. I understand that. One more situation.
19 There isn't a leak. You go out -- it isn't a leak.
20 I suppose you would get a call. There isn't a leak
21 but there is a situation that the company deems
22 hazardous, such as corrosion on a bare steel pipe.
23 Would the warranty cover that situation?

24 MR. AVENI: Objection, your Honor,

1 there's no testimony that corrosion on a line that
2 doesn't lead to a leak is hazardous.

3 ATTORNEY EXAMINER KINGERY: Can you lay
4 some foundation for this?

5 Q. Let me change the question. Is there any
6 situation in which the warranty your company offers
7 would cover a replacement where there was not a leak?

8 A. No.

9 MR. REILLY: Now, your Honor.

10 Thank you, Mr. Riley, I appreciate it

11 ATTORNEY EXAMINER KINGERY: Thank you.
12 We will go back to the public record at this point.

13 (PUBLIC RECORD.)

14 ATTORNEY EXAMINER KINGERY: Mr. Serio.

15 - - -

16 CROSS-EXAMINATION

17 By Mr. Serio:

18 Q. I have two questions. Good afternoon,
19 Mr. Riley.

20 A. Good afternoon.

21 Q. On page 2 of your testimony you indicate
22 you have over 100,000 external gas warranties in
23 place. I assume they cover the risers also.

24 A. They do.

1 MR. PETRICOFF: Yes, your Honor, and
2 probably we would go under seal for this.

3 (CONFIDENTIAL PORTION.)

4 MR. PETRICOFF: Your Honor, may I have a
5 minute or two before we go into redirect?

6 - - -

7 REDIRECT EXAMINATION

8 By Mr. Petricoff:

9 Q. Mr. Riley, Mr. Reilly asked you a
10 question concerning claims that might be presented to
11 repair a service line, customer service line, because
12 of a warranty claim that would be denied for a number
13 of reasons. Roughly speaking, how many claims get
14 denied that are made by policyholders or those who
15 sign up with USP?

16 A. On average we have less than 2 percent
17 claim denial rate on gas lines in Ohio. A number of
18 those are because customers signed up for the product
19 but actually never made payment for the warranty. On
20 a rare occasion we run into a situation where there
21 was a preexisting condition, but it is very rare.

22 Q. Roughly between 98 to 99 percent of all
23 claims that are filed with USP the repair is done.

24 A. That's correct.

1 Q. Okay. There were a number of questions
2 concerning your deposition -- I'm sorry, the
3 discovery responses, not the deposition, discovery
4 response on page 13, and I think this is an
5 interrogatory No. 14. Do you have that in front of
6 you now?

7 A. I do.

8 Q. Okay. The figure at the bottom for 2007,
9 which was a figure used in the cross-examination of
10 \$1,105,551.26 in expenses, does that represent all of
11 your expenses in repairing and replacing lines?

12 A. No. Those are the direct costs
13 associated with the repair on site. It doesn't cover
14 any of our administrative or back office calls such
15 as call center, claim service manager, IT systems,
16 claim systems, things like that.

17 Q. And the \$910 for just the actual repair
18 per line that was calculated as part of the
19 cross-examination, do you know how that compares with
20 Columbia's estimates?

21 A. My understanding Columbia is estimating
22 \$1,000 per repair.

23 Q. So roughly the same?

24 A. A little less.

1 MR. PETRICOFF: Your Honor, I think
2 that's all.

3 ATTORNEY EXAMINER KINGERY: Thank you.

4 Mr. Creekmur, and please let me know if
5 you are done with the closed record.

6 MR. CREEKMUR: I believe we should still
7 be sealed at this moment.

8 ATTORNEY EXAMINER KINGERY: That's fine.

9 - - -

10 RECROSS-EXAMINATION

11 By Mr. Creekmur:

12 Q. Mr. Riley, are you familiar with the
13 testimony presented in this proceeding of Larry
14 Martin?

15 A. I don't believe I am, no.

16 MR. CREEKMUR: May I approach the
17 witness, your Honor?

18 ATTORNEY EXAMINER KINGERY: Yes.

19 Q. Mr. Riley, is this the direct testimony
20 of Larry W. Martin of Columbia Gas of Ohio?

21 A. It is.

22 Q. If I may, please, thank you.

23 A. Okay.

24 Q. I direct your attention to attachment

1 LWM-3 and the first page that follows that
2 attachment, which is titled in the right-hand corner
3 as Schedule 1. Is that the page you are looking at
4 currently?

5 A. It is.

6 Q. And, Mr. Riley, do you understand the
7 title of this page to be the Columbia Gas of Ohio
8 Infrastructure Tracking Mechanism Estimated Rate
9 Impact of Proposed Riser Program Rate Effective After
10 May 2008?

11 A. Yes.

12 Q. And is it correct that at line 32 at the
13 very bottom of this page, the annual cost per
14 customer, annual being 12 months, is listed at \$5.39?

15 A. Yes.

16 MR. SERIO: Objection, your Honor, I
17 believe Mr. Martin indicated that the 45 cents is
18 based on the stipulation and under his testimony it's
19 36 cents. The annual number would be 36 cents times
20 12 rather than 45 cents.

21 MR. PETRICOFF: I'm going to join in the
22 objection but on a different ground. The witness
23 indicated he is not familiar with this document.
24 Therefore, to put an accounting sheet in front of him

1 and to ask him questions when it has nothing to do
2 with his testimony and more importantly nothing to do
3 with the redirect, I think is probably outside the
4 scope.

5 ATTORNEY EXAMINER KINGERY: I'm going to
6 need to see you tie this up. I agree with Mr. Serio.
7 We have a problem exactly what the numbers are and it
8 does need to relate to something asked on redirect.

9 MR. CREEKMUR: Yes, your Honor.

10 ATTORNEY EXAMINER KINGERY: Something he
11 is familiar with as well.

12 MR. CREEKMUR: Your Honor, I am simply
13 asking the witness to read a portion of Mr. Martin's
14 direct testimony, which is Columbia Exhibit No. 2. I
15 am not asking for his familiarity or understanding of
16 those numbers. And, further, your Honor, down for
17 Mr. Riley his last question compared the IRP costs as
18 proposed by Columbia to those costs identified by
19 USP. Therefore, my proposal to inquire into the cost
20 of the IRP under Columbia is certainly relevant to
21 that testimony as extracted by Mr. Petricoff a few
22 minutes ago.

23 MR. PETRICOFF: I think that is a
24 mischaracterization of the testimony. The question

1 was what is the out-of-pocket repair expense, not the
2 cost of the policy.

3 MR. CREEKMUR: Your Honor, I would ask
4 the question be read back. It was followed up with
5 comparison the IRP cost as aligned with Columbia Gas
6 of Ohio.

7 ATTORNEY EXAMINER KINGERY: Can I get the
8 question -- the last question by Mr. Petricoff.

9 (Questions and answers read.)

10 MR. PETRICOFF: We have apples and
11 oranges, your Honor. We are outside the scope.

12 MR. CREEKMUR: Your Honor, that was not
13 the way I understood the question.

14 ATTORNEY EXAMINER KINGERY: What was the
15 way you understood the question?

16 MR. CREEKMUR: That it related to the
17 Columbia's IRP plan and cost under --

18 ATTORNEY EXAMINER KINGERY: He was
19 specifically talking about the cost of repairs.

20 MR. CREEKMUR: Under Columbia's IRP plan.

21 ATTORNEY EXAMINER KINGERY: It was the
22 cost of repairs as opposed to the cost of the plan,
23 so I will sustain the objection.

24 MR. CREEKMUR: I withdraw the question,

1 your Honor.

2 Q. (By Mr. Creekmur) Mr. Riley, can you
3 tell me how much money USP spends in administrative
4 and overhead expenses for those gas service line
5 warranties?

6 A. I don't have that information with me.
7 No, I can't.

8 Q. Can you estimate?

9 A. In total or in Ohio?

10 Q. In Ohio.

11 A. No, there's no way for me to estimate
12 that.

13 MR. CREEKMUR: No further questions, your
14 Honor, thank you.

15 ATTORNEY EXAMINER KINGERY: Thank you.
16 Mr. Reilly.

17 MR. REILLY: No further questions.

18 ATTORNEY EXAMINER KINGERY: Mr. Serio.

19 MR. SERIO: Nothing, your Honor.

20 ATTORNEY EXAMINER KINGERY: Mr. Aveni.

21 MR. AVENI: Nothing, your Honor.

22 ATTORNEY EXAMINER KINGERY: You may step
23 down, and we will go back to the public record.

24 (Witness excused.)