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Anita M. Schafer
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VIA OVERNIGHT MAIL

May 12, 2008

Public Utilities Commission of Ohio
Docketing Division
13th Floor
180 East Broad Street
Columbus, OH 43215-3716

Re: Case Nos. 07-1031-EL-CSS

Dear Sir or Madam:

Enclosed please find an original and 12 copies of the Direct Testimony of Cynthia M. Givens on behalf of Duke Energy Ohio in the above-referenced case.

Please return two file-stamped copies to me in the overnight mail envelope provided.

Sincerely,

Anita M. Schafer
Senior Paralegal

AMS/bsc

cc: Betty Jean Putman

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician JM Date Processed 5/13/2008

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the Direct Testimony of Cynthia M. Givens, was served on the following by first class U.S. mail, postage prepaid, on this 12th day of May, 2008.

Elizabeth H. Watts
Elizabeth H. Watts

Betty Jean Putman
2679 Westbrook Drive
Cincinnati, OH 45211

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint
of Betty Jean Putman

Complainant

v.

Duke Energy Ohio, Inc.

Respondent

Case No. 07-1031-EL-CSS

RECEIVED-BOOKETING DIV
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DIRECT TESTIMONY OF
CYNTHIA MARIE GIVENS
ON BEHALF OF
DUKE ENERGY OHIO, INC.

May 13, 2008

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I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Cindy M. Givens, and my business address is 139 East Fourth Street,
3 Cincinnati, Ohio 45202.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by Duke Energy Shared Services, Inc., as Customer Relations
6 Supervisor.

7 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL**
8 **BACKGROUND.**

9 A. I have been employed by Duke Energy Corporation, its predecessor, Cinergy
10 Corp., and the Cincinnati Gas & Electric Company (CG&E) in various positions
11 for 29 years. I graduated from Western Hills High School in May 1978. Prior to
12 1984, I worked for the CG&E and held various positions in the Nuclear Systems
13 and General Engineering Department. In 1984, I was promoted to the Customer
14 Relations Department and held several positions with increasing responsibility
15 until June 1, 2002, when I was promoted to Customer Relations Coordinator. On
16 October 1, 2007, I was promoted to my current position as Customer Relations
17 Supervisor. I am currently enrolled at Cincinnati State College taking courses in
18 Psychology and Human Behavior.

19 I have extensive training regarding credit and collection procedures. This
20 training is typically done on an annual basis and includes the following topics:

- 21 • Rates and billing issues and disputes
22 • Service Orders

CINDY M. GIVENS DIRECT

- 1 • Energy usage and energy audits
- 2 • Power quality issues
- 3 • Consumer education
- 4 • Customer contracts issues

5 **Q. PLEASE DESCRIBE YOUR RESPONSIBILITIES AS CUSTOMER**
6 **RELATIONS SUPERVISOR.**

7 A. My extensive background in customer service and with a wide variety of
8 customers provides me with great flexibility and knowledge to handle a wide
9 range of issues, such as, rates, metering, billing and power quality. As a Customer
10 Relations Supervisor, I manage a team that is responsible for all customer service
11 inquiries for the three midwest states in which Duke Energy Corporation's
12 utilities operate. The types of inquiries include: service requests, complaints,
13 general questions, and billing disputes. Under my direction, my staff researches
14 and attempts to resolve any issues escalated from various sources, including the
15 utility commissions, customer advocacy groups and other sources.

16 I work with the commissions as a liaison for their specific customer
17 requests. I have a working knowledge of all existing Duke Energy Ohio, Inc's
18 (DE-Ohio) tariffs, programs and policies and communicate this information to
19 customers on a frequent basis. I also interact with gas and electric operating
20 departments, meter reading and various other departments on a daily basis, for
21 many reasons, including responding to and attempting to resolve customer
22 inquiries or concerns. I have a working knowledge of current federal/state
23 regulations for Ohio, Kentucky and Indiana.

CINDY M. GIVENS DIRECT

1 In addition to my day-to-day responsibilities, I also attend annual
2 conferences, such as the EEI Low-Income Best Practices Workshop. I have
3 participated in seminars, such as the Ohio Department of Development HEAP
4 Regional Training and presented Duke Energy's Energy Assistance Guidelines in
5 various forums. I also work extensively with local community and social service
6 agencies and provide presentations on credit/billing and customer service topics
7 as appropriate.

8 I serve as a subject matter expert on committees and teams involving
9 billing, credit and collection and field operations issues within Duke Energy
10 Corporation. I also serve as DE-Ohio's liaison with various regulatory,
11 governmental and customer advocacy groups. In addition, I exchange
12 information with counterparts in other companies and utilities, and participate in
13 identified benchmarking opportunities.

14 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

15 A. Yes. I testified in one other formal complaint before the Public Utilities
16 Commission of Ohio. It was sometime in 2003.

17 **II. PURPOSE OF TESTIMONY**

18 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
19 **PROCEEDING?**

20 A. The purpose of my testimony is to respond to the allegations contained in the
21 complaint filed by Ms. Betty Jean Putman (Ms. Putman) and to provide accurate
22 information regarding the complaint filed by Ms. Putman, including but not
23 limited to, billing, payments and account history for Ms. Putman's electric

1 account at 2289 Baltimore (Baltimore Account) and 2679 Westbrook Dr.,
2 Cincinnati OH 45251 (Westbrook Account).

3 **III. DISCUSSION**

4 **Q. ARE YOU FAMILIAR WITH THE COMPLAINT FILED BY MS.**
5 **PUTMAN?**

6 **A.** Yes.

7 **Q. PLEASE BRIEFLY SUMMARIZE YOUR UNDERSTANDING OF MS.**
8 **PUTMAN'S COMPLAINT.**

9 **A.** Ms. Putman's complaint is alleging that Ms. Putman was on Percentage of
10 Income Payment Plan (PIPP) for sixteen years and is no longer a PIPP customer.
11 Her complaint continues to state that DE-Ohio has billed her for \$10,000.00, has
12 turned off her service, and wants her to pay \$3,000 to turn the service back on.

13 **Q. ARE YOU FAMILIAR WITH MS. PUTMAN'S ACCOUNT?**

14 **A.** Yes.

15 **Q. PLEASE EXPLAIN HOW YOU ARE FAMILIAR WITH MS. PUTMAN'S**
16 **ACCOUNT.**

17 **A.** I personally researched DE-Ohio's records for Ms. Putman's account. DE-Ohio
18 keeps and maintains customer account information in a comprehensive computer
19 database called the Customer Management System (CMS). CMS is used by all
20 call center, receivables and customer service personnel, and is used to keep track
21 of service requests, customer calls, inquiries, turn on orders, billing, account
22 status and histories. CMS has been the single customer management system used
23 by DE-Ohio and its predecessor, CG&E, since 1993. There is a record for every

1 account at every address for the history of the account. The most recent two years
2 of information is immediately accessible in the system. Account histories and
3 customer bills beyond two years are archived and accessible through data
4 inquiries.

5 **Q. PLEASE EXPLAIN THE BILLING HISTORY OF MS. PUTMAN'S**
6 **ACCOUNT FROM JANUARY 2006 THROUGH OCTOBER 2007.**

7 A. Service ended for the Baltimore Account in January 2006. The service was
8 disconnected for nonpayment. The balance was \$8,903.20. Ms. Putman was
9 given service at the new address at 2679 Westbrook Drive after an agreement was
10 reached with DE-Ohio to accept \$492.00 payment to transfer the service. The
11 balance would be placed on a 36 month agreement. The Salvation Army paid
12 \$492.00 and the agreement for 36 months was set at the new address.

13 **Q. WHY WASN'T THE WINTER RULE USED?**

14 A. The winter rule had been used in November 2005.

15 **Q. DID MS. PUTMAN KEEP UP THE PAYMENT AGREEMENT?**

16 A. No. Ms. Putman was to pay \$255.00 per month plus the current bill. After this
17 agreement was set, Ms. Putman missed her April 10, 2006 payment. The
18 agreement defaulted on the next bill which contained a disconnection notice. Ms.
19 Putman contacted the Company and requested that the agreement be extended.
20 The representative agreed to lengthen the agreement to 38 months. A payment of
21 \$243.00 was requested to reset the agreement. The agreement was reset after
22 receiving \$240.00 on May 11, 2006 from Ms. Putman. The new payment
23 amounts were \$243.00 plus the current bill.

1 **Q. WHAT HAPPENED ON THE NEXT PAYMENT DATE?**

2 A. The next payment was due on June 7, 2006. Ms. Putman made no payment and
3 the agreement was again in default. A new bill with a disconnection notice was
4 sent and Ms. Putman contacted our credit department on June 29, 2006 after
5 receiving the notice. A supervisor agreed to reset the agreement again for 38
6 months if Ms. Putman paid \$245.00. Ms. Putman made a payment of \$230.00 on
7 July 10, 2006. This put the agreement in default again because Ms. Putman did
8 not make the required payment as instructed. A final 10 day notice was issued on
9 July 10, 2006 and the service was disconnected on August 4, 2006. Ms. Putman
10 was allowed to pay \$200.00 to restore service on August 7, 2006.

11 **Q. PLEASE CONTINUE EXPLAINING THE ACCOUNT HISTORY.**

12 A. A new bill was issued on August 15, 2006 which contained a disconnection
13 notice. Ms. Putman had not paid enough to reset her agreement when she paid the
14 \$200.00 on August 7, 2006 to restore service. The amount was not enough to
15 restore service, but it was accepted. Ms. Putman called DE-Ohio and a supervisor
16 again explained that \$480.00 was needed to cancel the disconnection notice and
17 reset the agreement for the remaining term. Ms. Putman paid \$480.00 on
18 September 13, 2006 and the agreement was again reset.

19 **Q. PLEASE CONTINUE.**

20 A. The next payment due on October 10, 2006 was paid as required. The payment
21 due on November 2, 2006 was missed and as of November 13, 2006, the
22 agreement was again in default. DE-Ohio has received no payments since the
23 payment of October 10, 2006. The bill issued on November 13, 2006 contained a

1 disconnection notice. The final notice was delivered on December 5, 2006. The
2 bill issued on December 14, 2006 also contained a disconnection notice. Service
3 was disconnected on December 29, 2006.

4 **Q. PLEASE EXPLIAN THE EVENTS OF 2007.**

5 A. On January 2, 2007 Ms. Putman was notified that she could use the winter rule
6 and pay \$175 to restore service with the balance being place on a 6 month
7 agreement. Ms. Putman was also given the option of paying her agreement
8 default amount of \$723.50 that was due on December 5, 2006 to restore service.
9 That payment was to have been made by January 5, 2007. After that day (the date
10 for her current charges) the minimum amount to restore service and reset the
11 agreement would be \$1,087.24. If she paid the \$723.50 on time, the additional
12 amount of \$363.74 would not be due until January 12, 2007 for the remaining
13 months of the original 38 month agreement. Ms. Putman spoke with supervisors
14 on January 3 and 4, 2007 who explained this to her.

15 **Q. WHY WAS MS. PUTMAN REMOVED FROM PIPP?**

16 A. Ms. Putman was removed from PIPP on March 1, 2005because she had not
17 verified her income and had used her own money in using the winter rule. Ms.
18 Putman was notified that she would have to verify her income to be restored to
19 PIPP.

20 **Q. DID DE-OHIO RECEIVE NOTICE OF A BANKRUPTCY FILING MADE**
21 **BY MS. PUTMAN?**

22 A. Yes.

23 **Q. DID MS. PUTMAN COMPLETE THE BANKRUPTCY PROCEEDING?**

1 A. No.

2 Q. **WHAT HAPPENED TO THE BANKRUPTCY PROCEEDING?**

3 A. The case was automatically dismissed for failure to file advice notices.

4 Q. **DID DE-OHIO OPEN ANOTHER ACCOUNT FOR MS. PUTMAN**
5 **BECAUSE OF THE BANKRUPTCY PROCEEDING?**

6 A. Yes. It was opened in October 2007 due to the bankruptcy proceeding.

7 Q. **HAS MS. PUTMAN KEPT THIS ACCOUNT CURRENT ON HER**
8 **PAYMENTS?**

9 A. No. There have been no payments made to this account. The current account
10 balance is \$882.81.

11 Q. **MS. PUTMAN STATES IN HER COMPLAINT THAT DE-OHIO WOULD**
12 **NOT WORK WITH HER TO GET HER ACCOUNT TURNED ON. IS**
13 **THIS CORRECT?**

14 A. No, this statement is not correct. As shown by my testimony, DE-Ohio has given
15 Ms. Putman every opportunity to keep her service on.

16 **IV. CONCLUSION**

17 Q. **DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

18 A. Yes.