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PUCO

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May 11, 2011

Via UPS overnight delivery

FILING DESK
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

Re: State Farm Fire & Casualty Company vs. Columbia Gas of Ohio, Inc.
Case No. 11-907-GA-CSS
Our File No. J80637

Dear Sir or Madam:

In regard to the above-captioned matter and pursuant to PUCO's Entry dated May 2, 2011, enclosed please find State Farm's First Amended Complaint. Please file the original and return a time-stamped copy to me using the envelope which I have enclosed.

Thank you for your assistance herein.

Sincerely,

Sam A. Benson

Sam A. Benson

SAB/kds
Enclosures

cc: Brooke E. Leslie, Esq.
Stephen B. Seiple, Esq.

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J80637

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of State
Farm Fire And Casualty Company
as subrogee of Michael Kurtz
112 E. Washington St., DTB 8
Bloomington, IL 61701

And

John F. Kurtz, as administrator of
the Estate of Michael Kurtz
16960 State Route 12 E
Findlay, Ohio 45840

Plaintiffs,

-vs.-

Columbia Gas Of Ohio, Inc.
Through its statutory agent
CSC Lawyers Incorporating Service
50 West Broad Street
Suite 1800
Columbus, OH 43215

Defendant.

CASE NO. 11-907-GA-CSS

FIRST AMENDED COMPLAINT

NOW COMES the Plaintiffs, State Farm Fire and Casualty Company and John F. Kurtz as Administrator of the Estate of Michael Kurtz, by and through counsel, and for their Complaint states:

FACTS

1. All of the events that are the subject of this Complaint occurred on or about January 27, 2009 in the City of Findlay, Hancock County, State of Ohio.

2. At all times relevant, Michael E. Kurtz ("Kurtz") owned property located at 2101 Candlewick Drive, Findlay, Ohio ("Property").
3. Defendant Columbia Gas of Ohio, Inc. ("Columbia") provided natural gas service to the Property.
4. Plaintiff, State Farm Fire and Casualty Company ("State Farm"), insured Kurtz.
5. On or about November 13, 2008, Kurtz died intestate.
6. Plaintiff, John F. Kurtz, was named the administrator of the Estate of Michael Kurtz.
7. On December 31, 2008, Columbia issued a monthly account statement to Kurtz which indicated a balance of \$28.07 for natural gas service to the Property for the preceding month. A copy of the monthly account statement has been attached as Exhibit A.
8. The balance of \$28.07 was to be paid on or before January 19, 2009. *See Exhibit A.*
9. Prior to January 27, 2009, Columbia terminated natural gas service to the Property.
10. Pursuant to Ohio Revised Code §4933.12, the utility company "shall not, for any reason, * * * stop gas from entering the premises of any residential consumer for the period beginning on the fifteenth day of November and ending on the fifteenth day of the following April, unless * * * (1) the account of the consumer is in arrears thirty days or more."
11. At the time of termination, Kurtz's residential service account with Columbia was not in arrears for more than thirty (30) days.

COUNT I

12. Plaintiff incorporates all of the preceding allegations as if fully rewritten herein, and further states:
13. As a result of the wrongful and unlawful termination of natural gas service to the Property, a water pipe froze and burst causing extensive water damage to the Property.
14. As a direct and proximate result of Columbia's negligence, the Property sustained damages in the amount of \$29,530.66.
15. The Estate of Michael Kurtz filed a claim with State Farm for the damage to the Property and paid a \$500.00 deductible pursuant to the insurance policy.
16. State Farm reimbursed its insured for the loss, thereby becoming subrogated to his rights and claims with respect to this action.

COUNT II

17. Plaintiff incorporates all of the preceding allegations as if fully rewritten herein, and further states:
18. Columbia wrongfully and unlawfully terminated natural gas service to the Property in violation of Ohio Revised Code §4933.12.
19. As a direct and proximate result of Columbia's violation of Ohio Revised Code §4933.12, a water pipe at the Property froze and burst causing water damage to the Property in the amount of \$29,530.66.
20. The Estate of Michael Kurtz filed a claim with State Farm for the damage to the Property and paid a \$500.00 deductible pursuant to the insurance policy.
21. State Farm reimbursed its insured for the loss, thereby becoming subrogated to his rights and claims with respect to this action.

COUNT III

22. Plaintiff incorporates all of the preceding allegations as if fully rewritten herein, and further states:
23. Columbia wrongfully and unlawfully terminated natural gas service to the Property in violation of Ohio Revised Code §4933.122.
24. Columbia failed to give reasonable notice prior to termination as required under Ohio Revised Code §4933.122.
25. As a direct and proximate result of Columbia's violation of Ohio Revised Code §4933.122, a water pipe at the Property froze and burst causing water damage to the Property in the amount of \$29,530.66.
26. The Estate of Michael Kurtz filed a claim with State Farm for the damage to the Property and paid a \$500.00 deductible pursuant to the insurance policy.
27. State Farm reimbursed its insured for the loss, thereby becoming subrogated to his rights and claims with respect to this action.

WHEREFORE, Plaintiffs request a finding that Columbia Gas of Ohio, Inc. wrongfully and unlawfully terminated natural gas service to the Property in violation of the Ohio Revised Code. Plaintiffs also request an award in the amount of \$29,530.66, with interest at the statutory rate per annum from the date of the award, and treble damages pursuant to Ohio Revised Code §4905.61, plus the costs of this action.

Respectfully submitted,



Jeffrey E. Dubin, SCR# 0068001

Sam Benson, SCR#0082199

Attorneys for Plaintiff

Javitch, Block & Rathbone LLP

1100 Superior Ave. 19th fl

Cleveland, Ohio 44114

Phone: (216) 623-0000

Fax: (216)623-0190

SBENSON@JBANDR.COM

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing First Amended Complaint was forwarded by U.S. Mail this 11 day of May, 2011, to:

Brooke E. Leslie

Stephen B. Seiple

200 Civic Center Drive

Columbus, Ohio 43216

Attorneys for Columbia Gas of Ohio, Inc.



SAM A. BENSON (0082199)

How to Contact Us

1-800-344-4077

For DirectLink self-service 24 hours/day

For billing questions,

call 7 a.m. - 7 p.m., Mon. - Fri. before due date

For quickest response,

call 11 a.m. - 3 p.m., Mon. - Fri.

1-800-344-4077

For gas leaks or odor of gas 24 hours/day

Press option 2 after the greeting

711

For hearing-impaired relay

www.columbiagasohio.com

Click on DirectLink e-Services for account information, online billing and payment services, financial assistance, and other useful tools.

Payment Options

NCO EasyPay Call 1-800-284-8572 or link from our Web site to pay by credit/debit card, or e-check. A convenience fee will apply.

Authorized Payment Centers Call or visit us online to find a payment center near you. Agents charge a fee for each transaction.

Mail Return coupon below with payment to:

Columbia Gas of Ohio
P.O. Box 742510
Cincinnati, OH 45274-2510

Gas Meter Information

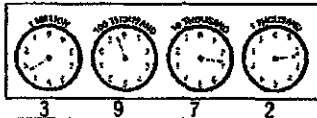
Actual Reading We have read the meter. You're required to provide us access to read the meter at least once a year or risk shut-off. Please contact us to make arrangements if access is required.

Estimated Reading During the months we don't read the meter, we accurately estimate your reading based on the history of usage at the service address and normal temperatures for the billing period. We verify the reading the next time we read the meter to make sure you pay only for the energy you've used.

Gas Usage We measure your gas usage in Ccf equal to 100 cubic feet.

How to Read the Meter When a pointer is between two numbers on a dial-type meter, read the smaller number except when the pointer is between 9 and 0. Record the reading on the dials from left to right.

Example:



Legal Notices

Public Utilities Commission of Ohio If your complaint is not resolved after you have called us, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll-free) or for TTY at 1-800-686-1570 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov.

Office of Ohio Consumers' Counsel Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

Billing & Payment Summary

Customer Name

Michael E Kurtz

Adjusted Bill

Final Service

Previous Amount Due on 12/17/2008

\$363.86

Payments Received by 12/26/2008

\$370.00

Billing Adjustment 12/31/2008

\$63.08

Balance on 12/15/2008

\$69.22CR

Charges for Gas Service This Period

\$97.29

Amount Due by 01/19/2009

\$28.07

Billing & Payment Not:

If we receive your payment for the current total Amount Due by the due date shown on this bill, you will avoid a late payment charge of 1.50%.

See back of bill for Detail Charges for Gas Service.

Service Summary

Service Location

2101 Candlewick Dr

Findlay OH 45840-4307

Service Summary Not:

Meter Number
228856

Meter Readings (13 Billing Days)

Adjusted Reading on 12/15

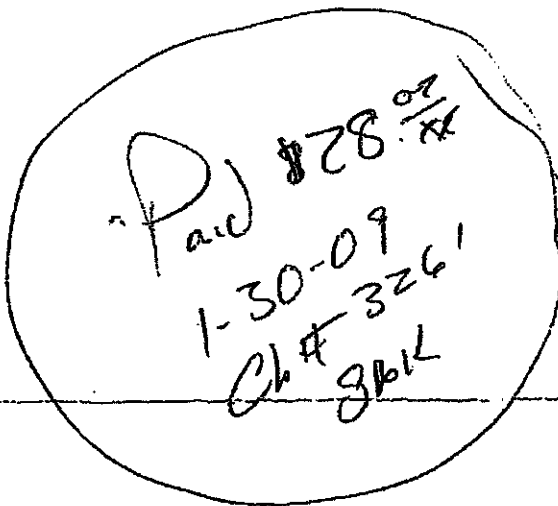
1180

Adjusted Reading on 12/2

1119

Gas Used (Ccf)

61



Payment Coupon

Turn Me Over >>
for more details about
your account