

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

ANTOINETTE WATSON, III,	)	
	)	
Complainant,	)	Case No. 12-1063-EL-CSS
	)	
v.	)	
	)	
THE CLEVELAND ELECTRIC	)	
ILLUMINATING COMPANY,	)	
	)	
Respondent.	)	

**ANSWER**

Pursuant to Ohio Adm. Code 4901-9-01(D), the Respondent, The Cleveland Electric Illuminating Company (“CEI” or the “Company”), for its answer to the complaint of Antoinette Watson, III states:

**FIRST DEFENSE**

1. CEI avers that it cannot admit or deny the letter from the Ohio Department of Development included as the second page of Complainant’s filing as it is not an allegation.
2. CEI admits that Complainant is not a current customer of CEI.
3. CEI admits that it gave Complainant’s account number ending in numbers 8497 to the Ohio Department of Development, but denies that it did so in August 2011.
4. CEI denies that Complainant contacted the Company in August 2011 to switch from Cleveland Public Power to CEI. CEI further avers that Complainant contacted CEI in July, October, and November 2011.
5. CEI is without sufficient knowledge or information to admit or deny the truth of the allegations concerning Complainant’s employment status, her unemployment benefits, the

payment plans offered by Cleveland Public Power, or the reasons that motivated Complainant to request switching of electric providers.

6. CEI denies that Complainant contacted the Company in August 2011, and further denies that any alleged communications with the Company occurred in August 2011.

7. CEI is without sufficient knowledge or information to admit or deny the truth of the allegations concerning Complainant's mother.

8. CEI is without sufficient knowledge or information to admit or deny the truth of the allegations concerning the alleged conversation between it and Complainant in October 2011.

9. CEI is without sufficient knowledge or information to admit or deny the truth of the allegations concerning the alleged conversation between it and Complainant during or after February 2012.

10. CEI is without sufficient knowledge or information to admit or deny the truth of the allegation that Complainant "went to HEAP in November 2011" and whether Complainant received approval for emergency assistance. CEI avers that it received a HEAP payment in the amount of \$87.50 in November 2011.

11. CEI denies that Ms. Watson did not hear from CEI from November 2011 to January 2012 but avers that an agent of CEI's visited and inspected Complainant's property during the week of January 30, 2012, and informed Complainant of violations of applicable safety codes on the property.

12. CEI is without sufficient knowledge or information to admit or deny any allegations concerning Ms. Watson's relationship with Cleveland Public Power.

13. CEI is without sufficient knowledge or information to admit or deny the truth of allegations concerning Ms. Watson's communications with HEAP.

14. CEI denies that Complainant was tricked into using emergency assistance.

15. CEI is without sufficient knowledge or information to admit or deny the truth of the remaining allegations in the complaint.

## **AFFIRMATIVE DEFENSES**

### **SECOND DEFENSE**

16. The complaint does not comply with the Commission's rules requiring "a statement which clearly explains the facts." Ohio Admin. Code 4901-9-01(B). The complaint is not in paragraph form, and many of the allegations in the complaint are difficult or impossible to understand, requiring CEI to speculate as to their meaning. Further, many of the sentences contain multiple and compound allegations, which adds to the difficulty of responding. CEI has attempted, to the best of its ability, to answer the complaint's allegations, but reserves the right to amend its answers in the event it has incorrectly understood them.

### **THIRD DEFENSE**

17. Complainant is not a customer of CEI's and therefore lacks standing to file this complaint before the Commission.

### **FOURTH DEFENSE**

18. Complainant is not a customer of CEI's and therefore CEI has no legal duties to Complainant that are subject to the jurisdiction of the Commission.

### **FIFTH DEFENSE**

19. The complaint does not set forth a claim for which relief may be granted.

### **SIXTH DEFENSE**

20. The complaint fails to set forth reasonable grounds for complaint, as required by R.C. 4905.26.

### **SEVENTH DEFENSE**

21. CEI at all times complied with the Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and CEI's tariffs. These statutes, rules, regulations, orders, and tariff provisions bar Ms. Watson's claims.

### **EIGHTH DEFENSE**

22. CEI reserves the right to raise other defenses as warranted by discovery in this matter.

WHEREFORE, CEI respectfully requests an Order dismissing the Complaint and granting CEI all other necessary and proper relief.

Respectfully submitted,

/s/ Andrew J. Campbell

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ATTORNEYS FOR THE CLEVELAND  
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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer was served by mail to the following person this 16th day of April, 2012:

Antoinette Watson  
10512 Garfield Avenue  
Cleveland, Ohio 44108-2728

/s/ Andrew J. Campbell  
One of the Attorneys for The Cleveland  
Electric Illuminating Company

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**Case No(s). 12-1063-EL-CSS**

Summary: Answer of Respondent The Cleveland Electric Illuminating Company electronically filed by Ms. Melissa L. Thompson on behalf of The Cleveland Electric Illuminating Company