

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

GWENDOLYN TANDY,)	
)	
Complainant,)	
)	Case No. 12-2103-GA-CSS
v.)	
)	
THE EAST OHIO GAS COMPANY D/B/A)	
DOMINION EAST OHIO,)	
)	
Respondent.)	

SUPPLEMENTAL ANSWER

Pursuant to the August 28, 2012 Commission Entry in this case, the Respondent, The East Ohio Gas Company d/b/a Dominion East Ohio (“DEO” or the “Company”), for its answer to the supplemental complaints of Gwendolyn Tandy states:

FIRST DEFENSE

1. DEO denies that it incorrectly billed Ms. Tandy in May 2006 for a \$159.00 “deposit charge.”
2. DEO denies that it incorrectly billed Ms. Tandy in September 2006 for a “\$430 final debit,” and avers that, as of September 2006, Ms. Tandy had a credit of \$271.00.
3. DEO denies that it incorrectly billed Ms. Tandy in March 2009 for a “\$532.72 transfer debit.”
4. DEO denies that it miscalculated Ms. Tandy’s January 2011 account balance.
5. DEO is without sufficient knowledge or information to either admit or deny the allegation it incorrectly assigned the outstanding balance of \$87.54 to Alliance One collection agency on February 10, 2011, for account number ending in -0920.

6. DEO denies that it incorrectly billed Ms. Tandy \$87.57 on February 10, 2011, because she “didn’t authorize” the bill.

7. DEO denies that it incorrectly assigned her outstanding balance of \$147.48 to Alliance One collection agency.

8. DEO denies that it incorrectly assigned her outstanding balance of \$74.48 to Alliance One collection agency.

9. DEO denies that it unjustifiably disconnected Ms. Tandy’s gas service in May 2011.

10. DEO denies that it incorrectly billed Ms. Tandy on her May 23, 2011 bill “because the gas was turned off in May 2011.”

11. DEO denies that it incorrectly billed Ms. Tandy on her July 18, 2011 bill “because the gas was turned off in May 2011.”

12. DEO denies that it “owed [Ms. Tandy] a credit” when her gas service was disconnected in May 2011.

13. DEO is without sufficient knowledge or information to either admit or deny the allegation that it incorrectly applied a money order for \$73.00 to 1439 Sulzer Avenue, Euclid, Ohio.

14. DEO is without sufficient knowledge or information to either admit or deny that one of its agents incorrectly advised Ms. Tandy to obtain a “new ~~fur~~ furnace blower.”

15. DEO admits that it established a new account for Ms. Tandy at 1439 Sulzer Avenue, Euclid, Ohio, but denies it did so on November 10, 2011. DEO avers that it established a new account for Ms. Tandy on November 9, 2011.

16. DEO denies that it established a new account “to get rid of the past due amount.”

17. DEO denies that Ms. Tandy had a “zero balance” on December 9, 2011.

18. DEO denies that Ms. Tandy’s “December 2011 statement it states past due balance (0 zero) [sic].” DEO is without sufficient knowledge or information to either admit or deny the allegation that “there are payment [sic] still not showing and my balance has not changed.” DEO denies that “the credit of \$117.10 isn’t reco[g]nized” on her December 2011 bill. DEO avers that the bill states a plan amount due of \$396.25.

19. DEO is without sufficient knowledge or information to either admit or deny the allegation that Ms. Tandy’s next reverification date is November 3, 2012, and that Ms. Tandy’s anniversary date is September 15, 2011. DEO avers that Ms. Tandy was dropped from the Percentage of Income Payment Program (“PIPP”) on January 31, 2012.

20. DEO is without sufficient knowledge or information to either admit or deny the allegation that “[o]n March 15, 2012 I received, subject [sic] Current Plus Plan Agreement which is \$29.00 plus an additional \$10.55,” and denies that Ms. Tandy was “reinstated to PIPP Plus on April 14, 2012.” DEO avers that on April 12, 2012, it automatically enrolled Ms. Tandy in the six-month Current Plus Payment Plan due to her account arrears and automatic enrollment in the Standard Choice Offer rate plan. DEO further avers that under the Current Plus Payment Plan, Ms. Tandy was required to pay \$69.67 per month in addition to her current charges. DEO further avers that Ms. Tandy failed to pay the required amounts due.

21. DEO is without sufficient knowledge or information to either admit or deny that Ms. Tandy “never agreed to a plan that would double my current amount.”

22. DEO is without sufficient knowledge or information to either admit or deny the allegation that Ms. Tandy has been complaining to DEO and the Commission for two years “about this Graduated PIPP Plus in the amount of \$341.00.”

23. DEO denies generally any allegations not specifically admitted or denied in this Answer, pursuant to Ohio Adm. Code 4901-9-01(D).

AFFIRMATIVE DEFENSES

SECOND DEFENSE

24. 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; many statements, notes, and questions are scattered throughout the numerous documents appended to her complaint; and many of the allegations and statements in the complaint are difficult or impossible to understand, requiring DEO to speculate as to their meaning. DEO has attempted, to the best of its ability, to answer the allegations, but reserves the right to amend its answers in the event it has incorrectly understood them.

THIRD DEFENSE

25. The complaint does not contain "a statement of relief sought," as required by Ohio Adm. Code 4901-9-01(B).

FOURTH DEFENSE

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

FIFTH DEFENSE

27. The complaint fails to state a claim upon which relief can be granted.

SIXTH DEFENSE

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

SEVENTH DEFENSE

29. DEO reserves the right to raise other defenses as warranted by discovery in this matter.

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

Respectfully submitted,

/s/ Andrew J. Campbell
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ATTORNEYS FOR THE EAST OHIO
GAS COMPANY D/B/A DOMINION
EAST OHIO

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served by U.S. mail to the following person on this 17th day of September, 2012:

Gwendolyn Tandy
1439 Sulzer Avenue
Euclid, Ohio 44132

/s/ Andrew J. Campbell
One of the Attorneys for The East Ohio Gas
Company d/b/a Dominion East Ohio

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Summary: Answer Supplemental Answer electronically filed by Mr. Andrew J Campbell on behalf of The East Ohio Gas Company d/b/a Dominion East Ohio