

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

M AND M STEEL, LLC,)	
)	
Complainant,)	
)	Case No. 12-2447-EL-CSS
v.)	
)	
THE CLEVELAND ELECTRIC)	
ILLUMINATING CO.)	
)	
Respondent.)	

ANSWER

In accordance with 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 M and M Steel, LLC (“MMS”) states:

FIRST DEFENSE

1. CEI denies that the transfer of utility service at 17009 Roseland Road, Cleveland, Ohio, from the prior tenant (account number 110056814319) into the name of MMS was not accomplished in a timely manner.
2. CEI denies that Complainant “continued to pay the monthly utilities bills during its occupancy of the premises as and when such bills were due.”
3. CEI is without sufficient knowledge or information to either admit or deny the allegation that “the monthly utility bills averaged approximately \$600/per [sic] month.”
4. CEI admits that new service was established in the name of MMS being Account No. 110078307789 in October 2011. CEI denies the remaining allegations in that sentence.

5. CEI is without sufficient knowledge or information to either admit or deny the allegation that “Complainant was notified by a representative of [CEI] that certain utility services were ‘unbilled’ and that Complainant would be responsible for paying in excess of” \$54,000.

6. CEI admits that “the unbilled utility services covers [sic] a period of time dating back to 2008,” but denies that those services include “several years worth of utility service provided prior to the date Complainant first occupied the building.”

7. CEI is without sufficient knowledge or information to either admit or deny the allegation that “Complainant was told by representatives of [CEI] that Complainants were solely responsible and would have to pay the full amount of \$54,054.18.”

8. CEI is without sufficient knowledge or information to either admit or deny the allegation that “Complainant was informed by [CEI] that failure to pay this sum (or pay over time) would result in a termination of any further utility service.”

9. CEI denies that Complainant agreed to an installment plan while “under duress” and is without sufficient knowledge or information to either admit or deny the allegation that MMS “reluctantly agreed” to the plan.

10. CEI denies that “the past due utility services alleged to be owed by Complainant were assessed in error.”

11. CEI denies that “no contract between Complainant and [CEI] could have existed prior to January 1, 2010.”

12. CEI denies that “at all times prior to January 1, 2010, Complainant did not use or benefit from any utility service provided prior to this date.”

13. CEI denies that it “waived any rights and should be estopped from asserting or demanding payment for service that were unbilled as a result of [CEI’s] own negligence.”

14. CEI denies that it failed “to provide its customer with a single utility bill or any other notice of the unbilled, \$54,054.18 amount for nearly four years.”

15. CEI denies that its “attempt to collect the unbilled, \$54,054.18 amount is in violation of law, unjust and unreasonable.”

16. CEI denies generally any allegations not specifically admitted or denied in this Answer, in accordance with Ohio Adm. Code 4901-9-01(D).

AFFIRMATIVE DEFENSES

SECOND DEFENSE

17. The complaint does not comply with the Commission’s rules requiring “a statement which clearly explains the facts.” Ohio Adm. Code 4901-9-01(B). The allegations are not in numbered-paragraph, but narrative, form; many of the allegations and statements in the complaint are compound; and many of the allegations omit numerous details necessary to answer them, such as dates and specifications of which account or service address the allegation pertains to. CEI 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 the allegations.

THIRD DEFENSE

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

FOURTH DEFENSE

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

FIFTH DEFENSE

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

SIXTH DEFENSE

21. 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 to the following person
by email on this 25 day of September, 2012:

MitchC1@RoadRunner.com

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

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in

Case No(s). 12-2447-EL-CSS

Summary: Answer of The Cleveland Electric Illuminating Co. electronically filed by Mr. Gregory L. Williams on behalf of The Cleveland Electric Illuminating Co.