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Dianne B. Kuhnell  
Senior Paralegal

March 19, 2015

Ms. Barcy F. McNeal  
Secretary, Public Utilities Commission of Ohio  
180 E. Broad Street, 11<sup>th</sup> Floor  
Columbus, Ohio 43215

Re: *Gail Lykins, Personal Representative of Dorothy Easterling and Estill Easterling  
v. Duke Energy Ohio, Inc.*  
Case No. 15-298-EL-CSS

Dear Ms. McNeal:

On February 27, 2015, Duke Energy Ohio, Inc., (Duke Energy Ohio) filed an answer to the customer service-security complaint filed by counsel for complainant on February 11, 2015. Due to an inadvertent clerical error, in paragraph 9, page 5 of Duke Energy Ohio's answer, there was provided, in four instances, the wrong year pertaining to the alleged incident.

Duke Energy Ohio submits page 5 with the correct year of 2011 and respectfully requests that the corrected page 5, a copy of which is enclosed within, be filed in the docket for this proceeding.

Very truly yours,

A handwritten signature in blue ink that reads "Dianne B. Kuhnell".

Dianne B. Kuhnell  
Senior Paralegal

Enclosure

these events and, therefore, further denies that it lacks documentation or evidence to prove that it sent a final 10-day disconnection notice to Estill Easterling, its customer of record.

9. Duke Energy Ohio denies that O.A.C. 4901:1-18-06(B)(3) applies to the Company's disconnection of the electric service at the Property on November 4, 2011, because (a) the Company did not disconnect Estill Easterling's electric service for any unpaid bills which included usage occurring during November first to April fifteenth of each year, (b) the partial payment of \$143.49, which Duke Energy Ohio received on October 12, 2011, was made prior to the winter heating season, (c) the disconnection notice included with the bill prepared by Duke Energy Ohio on October 4, 2011, explained all payment plans offered by the Company, including those applicable during the winter heating season, and (d) neither Estill Easterling nor any other authorized person on his account contacted Duke Energy Ohio and entered into any payment plan with the Company. Further answering, Duke Energy Ohio states that the partial payment of \$143.49, which Duke Energy Ohio received on October 12, 2011, did not satisfy the minimum payment required prior to October 28, 2011, to avoid disconnection, and that the Company did not violate O.A.C. 4901:1-18-06(B).

10. Duke Energy Ohio denies all allegations of the Complaint not expressly admitted herein.

#### **AFFIRMATIVE DEFENSES**

11. The Complaint fails to state a claim against Duke Energy Ohio upon which relief may be granted.
12. The Complaint does not assert any allegations of fact that would give rise to a cognizable claim against Duke Energy Ohio.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/19/2015 3:16:16 PM**

**in**

**Case No(s). 15-0298-GE-CSS**

Summary: Correspondence Correspondence correcting dates provided in Answer of Duke Energy Ohio, Inc. electronically filed by Dianne Kuhnell on behalf of Duke Energy Ohio, Inc. and Spiller, Amy B. and McMahon, Robert