

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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|                          |   |                        |
|--------------------------|---|------------------------|
| In the Matter of the     | : |                        |
| Complaint of:            | : |                        |
|                          | : |                        |
| Jeffrey Pitzer,          | : |                        |
|                          | : |                        |
| Complainant,             | : | Case No. 15-298-GE-CSS |
|                          | : |                        |
| vs.                      | : |                        |
|                          | : |                        |
| Duke Energy, Ohio, Inc., | : |                        |
|                          | : |                        |
| Respondent,              | : |                        |

- - -

PROCEEDINGS

before Ms. Sarah Parrot, Hearing Examiner, at the  
Public Utilities Commission of Ohio, 180 East Broad  
Street, Room 11-D, Columbus, Ohio, called at  
10:00 a.m. on Tuesday, February 2, 2016.

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VOLUME II

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6 On behalf of the Complainant.

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16 On behalf of the Respondent.

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19 By Mr. Terry L. Etter  
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1 Tuesday Morning Session,

2 February 2, 2016.

3 - - -

4 EXAMINER PARROT: All right. Let's go on  
5 the record. This is the continuation of the hearing  
6 in Case No. 15-298-GE-CSS. Let's get started with  
7 brief appearances this morning, just names only and  
8 on whose behalf you are appearing today, and we will  
9 start with the Complainant.

10 MR. LANE: Donald Lane for the  
11 Complainant, Jeffrey Pitzer.

12 EXAMINER PARROT: Thank you.

13 OCC.

14 MR. ETTER: On behalf of Ohio's  
15 residential utility customers, Terry L. Etter,  
16 Assistant Consumers' Counsel, and Kimberly W. Bojko  
17 from Carpenter Lipps & Leland.

18 EXAMINER PARROT: Thank you, Mr. Etter.

19 And on behalf of the Respondent.

20 MS. SPILLER: Thank you, your Honor. On  
21 behalf of Duke Energy Ohio, Amy Spiller and Robert  
22 McMahon.

23 EXAMINER PARROT: Thank you, Ms. Spiller.

24 Do the parties have any preliminary  
25 matters before we take our next witness?



1 All right. The company may call its first  
2 witness.

3 MS. SPILLER: Thank you, your Honor. At  
4 this time Duke Energy Ohio would call Joshua  
5 Danzinger to the stand, please.

6 (Witness sworn.)

7 EXAMINER PARROT: Please have a seat.

8 MS. SPILLER: And, your Honor, may we  
9 approach, please?

10 EXAMINER PARROT: You may.

11 MS. SPILLER: For purposes of  
12 identification, we would ask that Mr. Danzinger's  
13 direct testimony docketed on December 30, 2015, in  
14 this matter, be identified as Duke Energy Ohio  
15 Exhibit J.

16 EXAMINER PARROT: So marked.

17 (EXHIBIT MARKED FOR IDENTIFICATION.)

18 MS. SPILLER: Thank you.

19 - - -

20 JOSHUA W. DANZINGER

21 being first duly sworn, as prescribed by law, was  
22 examined and testified as follows:

23 DIRECT EXAMINATION

24 By Ms. Spiller:

25 Q. Good morning, Mr. Danzinger.



1 A. Good morning.

2 Q. Do you have before you, sir, what has been  
3 marked as Duke Energy Ohio Exhibit J?

4 A. Yes.

5 Q. And, sir, can you please identify yourself  
6 for the record, please.

7 A. Joshua Wayne Danzinger.

8 Q. And by whom are you employed?

9 A. Duke Energy.

10 Q. And, sir, the document that you have  
11 before you, Duke Energy Ohio Exhibit J, is that a  
12 copy of your direct testimony filed in this  
13 proceeding?

14 A. Yes, it is.

15 Q. And, sir, do you have any corrections or  
16 changes to that testimony this morning?

17 A. No.

18 Q. And, Mr. Danzinger, if I were to ask you  
19 today the questions that appear in Duke Energy Ohio  
20 Exhibit J, would your answers be the same?

21 A. Yes.

22 MS. SPILLER: Your Honor, we would tender  
23 the admission of Mr. Danzinger's direct testimony  
24 Duke Energy Ohio Exhibit J for admission subject to  
25 cross-examination.



1 EXAMINER PARROT: All right. Thank you.

2 MS. SPILLER: And at this point,

3 Mr. Danzinger is available for cross.

4 EXAMINER PARROT: Have a preference in  
5 terms of the order here?

6 MR. LANE: Yeah. And for the record, we  
7 have no objection to the testimony on behalf of  
8 Mr. Pitzer.

9 EXAMINER PARROT: Okay. We will get to  
10 that after we finish with the examination, but do you  
11 have a preference in terms of the order?

12 MR. LANE: Yes. I'll start.

13 EXAMINER PARROT: Mr. Lane.

14 MR. LANE: May I approach?

15 EXAMINER PARROT: You may.

16 - - -

17 CROSS-EXAMINATION

18 By Mr. Lane:

19 Q. Mr. Danzinger, I am going to refer you to  
20 some documents, this stack here. If you want to set  
21 that one aside. I may be referring to some of these  
22 and the letter is in the upper right-hand corner of  
23 those.

24 MR. LANE: I am going to be referring to a  
25 couple of the exhibits that we marked yesterday and



1 then also we are going to mark one additional exhibit  
2 today and I have already given it to the court  
3 reporter. Copies for counsel and for you.

4 EXAMINER PARROT: Thank you.

5 MR. LANE: Sure.

6 Q. All right. Mr. Danzinger, based on the  
7 testimony that's been submitted by you, it's fair to  
8 say you do not have any personal recollection of  
9 disconnecting services on November 4, 2011, at the  
10 Easterling residence; is that correct?

11 A. That would be fair to say.

12 Q. All right. Mr. Danzinger, I want to refer  
13 to your testimony. That's the one that Mr. McMahon  
14 just gave you. Do you have that in front of you?

15 A. I do.

16 Q. All right. Starting on page 4, lines 13  
17 through 16, Mr. Danzinger, right there, that's where  
18 you describe what you do when you go to a residence  
19 to perform a disconnection; is that correct? Or what  
20 you did.

21 MS. SPILLER: I am going to object to the  
22 extent I think this mischaracterizes the testimony.  
23 It reflects a part of it.

24 EXAMINER PARROT: Overruled.

25 Q. Do you see where I am referring, lines 14



1 through 16?

2 A. I do.

3 Q. It says "In order to do that, I would  
4 start by ringing the doorbell," et cetera. And  
5 that's how you would start to make contact when you  
6 went to a residence to perform a disconnection; is  
7 that correct?

8 A. That is correct.

9 Q. At least in 2011.

10 A. Yes.

11 Q. All right. Mr. Danzinger, have you ever  
12 had occasion, when you were performing those duties  
13 back in 2011, to be made aware of the regulations,  
14 the PUCO regulations, concerning disconnections and  
15 what you are required to do?

16 A. As far as making customer contact?

17 Q. Correct.

18 A. Yes. We are aware that it is regulation  
19 to attempt customer contact.

20 Q. Okay. And is that all you have to do is  
21 connect -- is to attempt customer contact?

22 A. Correct.

23 Q. All right. I am going to read to you Ohio  
24 Administrative Code 4901:1-18-06(A)(2). And it  
25 states "On the day of disconnection of service, the



1 utility company shall provide the customer with  
2 personal notice. If the customer is not at home, the  
3 utility company shall provide personal notice to an  
4 adult consumer. If neither the consumer nor an adult  
5 consumer is at home, the utility company shall attach  
6 written notice to the premises...." That regulation  
7 requires that you ascertain that no one is at home;  
8 isn't that correct?

9 MS. SPILLER: Your Honor, I'm going to  
10 object. No. 1, Mr. Lane is offering a version of a  
11 rule. He has read it. He has not bothered to give  
12 it to the witness. He is now attempting to solicit  
13 legal opinions from this witness.

14 MR. LANE: Your Honor, I believe the  
15 regulation speaks for itself and I read the portion  
16 to Mr. Danzinger that I wanted him to focus on. If  
17 he doesn't understand, he can ask and I will  
18 certainly repeat it.

19 EXAMINER PARROT: And, Mr. Danzinger, I do  
20 think it's fair if you wish to see a printed copy of  
21 the regulation, let us know that. But I am going to  
22 instruct you to answer the question.

23 A. Okay. Please reread it.

24 Q. Sure.

25 EXAMINER PARROT: You can do it that way,



1 too.

2 MR. LANE: I'm sorry?

3 EXAMINER PARROT: And I was just going to  
4 say we can do it that way too. Maybe go through it a  
5 little more slower, Mr. Lane. That was quite a bit  
6 you read there.

7 MR. LANE: Okay.

8 Q. (By Mr. Lane) "On the day of disconnection  
9 of service, the utility company shall provide the  
10 customer with personal notice. If the customer is  
11 not at home, the utility company shall provide  
12 personal notice to an adult consumer. If neither the  
13 customer nor an adult consumer is at home, the  
14 utility company shall attach written notice to the  
15 premises in a conspicuous location prior to  
16 disconnecting service." So that regulation states,  
17 would you agree, that you have to ascertain if  
18 someone is actually not at home before you leave the  
19 notice; isn't that correct?

20 A. That was taught and practiced, yes. I do  
21 agree.

22 Q. So it's not sufficient then, wouldn't you  
23 agree with me, just to knock on the door. You  
24 actually have to ascertain no one is at home before  
25 you leave the notice; isn't that correct?



1           A.       In my own personal opinion the way I would  
2       ascertain it may be different than the way someone  
3       else may ascertain that. Doing so without looking  
4       into somebody's privacy by looking through the  
5       windows would be going too far. A doorbell and a  
6       knock is all I would feel comfortable on someone  
7       else's property being able to do.

8           Q.       Okay. All right. But according to the  
9       regulation, you would agree with me, would you not,  
10      you have to actually ascertain the person is not home  
11      before you leave the notice; isn't that correct?

12                  MS. SPILLER: Objection. Asked and  
13      answered.

14                  EXAMINER PARROT: Overruled.

15           A.       In my best opinion, ascertain, yes.

16           Q.       All right. Thank you.

17                  Mr. Danzinger, you actually stopped doing  
18      disconnection -- disconnections about a month after  
19      the incident that we are here about today; isn't that  
20      correct?

21           A.       I view the timeline very close to that.

22           Q.       Well, according to your testimony, and I  
23      can refer you to it if you want, it says December of  
24      2011 is when you transferred to a new position; is  
25      that correct?



1           A.       That is correct.

2           Q.       All right. Mr. Danzinger, based on your  
3 testimony, I believe that you indicated that DNP  
4 orders are actually generated by the CMS, Customer  
5 Service Database?

6           A.       That is where I receive the order from.  
7 When it is -- when the order is established and  
8 created, that's kind of, you know, we didn't know  
9 much about that. If it's on the screen in the  
10 morning, it was given to me. That's as far as we  
11 knew.

12          Q.       Okay. But that information generates from  
13 the Customer Service Database; isn't that correct?

14          A.       I assume that is correct.

15          Q.       All right. And you heard Ms. Byndon's  
16 testimony yesterday because you were here, and she  
17 testified the Customer Service Database contains  
18 information about that account; isn't that correct?

19          A.       That is correct.

20          Q.       So the -- or the order to disconnect  
21 generates from the same system that contains other  
22 information about the account; wouldn't you agree  
23 with me?

24          A.       Agreed. As she stated, portions of what  
25 is in CMS.



1 Q. All right. Let's go to page 4, line 3 of  
2 your testimony.

3 A. Page 4, line 3?

4 Q. Correct. Now, this part of your testimony  
5 you are talking about what you do when you actually  
6 visit a property to perform a disconnect; is that  
7 correct? You can take your time and look at it if  
8 you need to.

9 A. Yes, that's correct.

10 Q. All right. And on line 3 of your  
11 testimony, you state that you would record the  
12 details of the assignment into your laptop; isn't  
13 that correct?

14 A. Correct.

15 Q. That laptop was one that was issued to you  
16 by Duke; it wasn't your personal laptop; isn't that  
17 correct?

18 A. Correct.

19 Q. So it's fair to say if you performed a  
20 disconnection, you would enter the details of that  
21 disconnection into a company laptop; is that correct?

22 A. Yes. Is there a particular detail you are  
23 asking about?

24 Q. No.

25 A. Then yes.



1           Q.       All right. Would it -- and it would be  
2 fair to say, based on your testimony, that any detail  
3 that came up concerning that disconnection, it would  
4 have been your habit to enter that into the laptop,  
5 correct?

6           A.       If anything special or circumstantial or  
7 anything at all worth of note would have happened, it  
8 would have been recorded.

9           Q.       All right. Mr. Danzinger, I would like  
10 you now to go to Exhibit I, that's the one I showed  
11 you in the stack of documents marked Pitzer.

12                   EXAMINER PARROT: Mr. Lane, just for the  
13 record, can you identify for us what Pitzer I is.

14                   MR. LANE: Yes. Pitzer I is a collection  
15 of 10 pages of responses that Duke has made to  
16 written discovery in this case.

17                   EXAMINER PARROT: Okay. Thank you. So  
18 marked.

19                   (EXHIBIT MARKED FOR IDENTIFICATION.)

20                   MR. LANE: And they are selected portions  
21 I am going to be reviewing with Mr. Danzinger and  
22 Mr. Carmosino this morning.

23                   EXAMINER PARROT: Okay. Thank you.

24                   MR. LANE: For efficiency sake, I have put  
25 them all together.



1 Q. (By Mr. Lane) Could you refer to page 2 of  
2 that exhibit, Mr. Danzinger.

3 A. The first two pages are labeled 1, so the  
4 second page or?

5 Q. Right. So it's Pitzer I at the top. It  
6 says page 1. Do you see that in handwriting?

7 A. Yep, I do.

8 Q. Okay. All right. Now, the question there  
9 says "Identify any and all persons having either  
10 direct or indirect knowledge of the disconnection of  
11 utility service at the Residence...." Do you see  
12 that at the top?

13 A. I do.

14 Q. And do you see you are listed as a person  
15 with knowledge of the disconnection about three  
16 quarters of the way down the page?

17 A. I do.

18 Q. But as we discussed before, Mr. Danzinger,  
19 you don't have any personal recollection of  
20 disconnecting service at the Easterling house, do  
21 you?

22 A. I do not.

23 Q. Thank you.

24 Would you go to page 6 of the exhibit,  
25 please.



1           A.       I am there.

2           Q.       All right. The request there says "Did a  
3 Duke employee provide personal notice to a resident  
4 of the property as required by OAC 4901:1-18-06(A)(2)  
5 on the date of disconnection...." And by the way,  
6 that's the section I just read to you, at least part  
7 of it. And Duke responds "Without waiving said  
8 objection to the extent discoverable, and in the  
9 spirit of discovery, notice, as required...was  
10 provided on November 4, 2011." Mr. Danzinger, you  
11 don't have personal recollection of posting a notice  
12 on the premises, do you?

13                 MS. SPILLER: Your Honor, I am going to  
14 object. No. 1, Mr. Danzinger is not responsible for  
15 this particular interrogatory and, you know, Mr. Lane  
16 is here just reading information into the record and  
17 not properly authenticating any of it with this  
18 witness.

19                 MR. LANE: Your Honor, I have already  
20 authenticated the fact that these are Duke discovery  
21 responses. I don't think any further authentication  
22 is necessary. I'm simply asking the witness what he  
23 knows about discovery responses that Duke provided.

24                 MS. SPILLER: And this is not one that he  
25 provided, so he is trying to backdoor in this



1 discovery request through a witness who is not  
2 responsible for this response.

3 MS. BOJKO: Your Honor, if I may respond?

4 EXAMINER PARROT: You may.

5 MS. BOJKO: Many of the Duke responses  
6 claim "legal" and don't put a responsible party. So  
7 we have no option but to ask a variety of witnesses  
8 when they have no responsible party indicated.

9 EXAMINER PARROT: The objection to the  
10 question that's pending is overruled. We'll see  
11 where we go from here with it.

12 MR. LANE: Could you read back the  
13 question, please.

14 (Record read.)

15 MS. SPILLER: I am also going to object.  
16 Mr. Lane is confusing this question based upon what  
17 was written on the paper and what he has just asked.  
18 This question was about personal notice to a  
19 resident. And there was an objection that he -- he  
20 omitted and what that phrase was interpreted to mean  
21 and now he is asking about posting the building.

22 EXAMINER PARROT: Again, the objection to  
23 the actual question that is pending is overruled.

24 Q. (By Mr. Lane) All right. So,  
25 Mr. Danzinger, to summarize, you don't have any



1 personal knowledge of delivering a notice to anyone  
2 at the residence on that day; is that correct?

3 A. That's correct.

4 Q. And you don't have any personal knowledge  
5 of posting a notice on the residence the day of the  
6 disconnect; isn't that correct?

7 A. That is correct.

8 Q. All right. Are you aware of any -- well,  
9 let me back up. Based on your testimony you believe  
10 if that notice had been provided to someone there or  
11 posted on the house, you are the one that would have  
12 done it; isn't that correct?

13 A. That is correct.

14 Q. Are you aware of anybody else at Duke who  
15 would have personal knowledge of either contacting  
16 the customer or posting a notice at the residence  
17 besides yourself?

18 A. Within my department and the people that's  
19 around me at Duke Energy, it would have been me and  
20 only me that would have dropped that notice that day.

21 Q. All right. Thank you.

22 If you look at page 7, which is the next  
23 page of Exhibit I, the question there says "Did a  
24 Duke employee attempt to provide personal notice to a  
25 resident of the Property on date of disconnection,



1 November 4, 2011, but was unsuccessful?" The  
2 response after the objections of Duke says "Without  
3 waiving said objection, to the extent discoverable,  
4 and in the spirit of discovery, there was no response  
5 to the actions of Josh Danzinger while at the  
6 property on November 4 of 2011." And you are listed  
7 as a responsible person on that response. Do you see  
8 that?

9 A. Yes, I see that.

10 Q. Okay. And, Mr. Danzinger, as you sit here  
11 today, you would agree with me, would you not, that  
12 you do not have a recollection that you did not get a  
13 response from anyone at the residence on that day?

14 A. I do not have recollection.

15 Q. Go over to page 8, please, that's the next  
16 page of the exhibit. The request to Duke there says  
17 "If personal notice was not provided, did a Duke  
18 employee attach written notice of the disconnection  
19 in a conspicuous location on the Property on the date  
20 of disconnection, November 4, 2011, as required by  
21 Ohio Administrative Code 4901:1-18-06(A)(2)?" The  
22 response is "Yes" and you are listed as the  
23 responsible person. Mr. Danzinger, you would agree  
24 with me, would you not, you don't have any personal  
25 recollection of posting a notice at the residence on



1     that day?

2                   MS. SPILLER:  Objection.  Asked and  
3     answered.

4                   EXAMINER PARROT:  Overruled.

5     A.         That is correct, I do not have personal  
6     recollection.

7     Q.         Mr. Danzinger, I would like you to refer  
8     to page 9, please, that's the very next page.  
9     Question:  "If the response to Interrogatory 3-015 is  
10    affirmative," and that's the prior page we described,  
11    "where did the employee attach written notice of the  
12    disconnection?"  The response from Duke is "The  
13    Property's front door" and you are listed as the  
14    person responsible.  You would agree with me,  
15    Mr. Danzinger, you don't have personal recollection  
16    of attaching a notice to the front door of the  
17    property; isn't that correct?

18                  MS. SPILLER:  Objection.  Asked and  
19    answered.

20                  EXAMINER PARROT:  Overruled.

21     A.         That is correct, no personal recollection.

22     Q.         Okay.  Mr. Danzinger, the same stack of  
23    exhibits, would you refer to Exhibit D, Pitzer  
24    Exhibit D.

25     A.         I'm there.



1           Q.       All right. Mr. Danzinger, I will  
2 represent to you, I believe Ms. Byndon testified  
3 yesterday that this is a screenshot from the Customer  
4 Service Database concerning the residence at issue in  
5 this case. It appears as though there was  
6 information entered into on -- entered into the  
7 system on January 24 of 2011. Could you read the  
8 light blue comment about halfway through -- down the  
9 page that begins with "Side door."

10          A.       "Side door, customer elderly, please give  
11 time to answer door."

12          Q.       Okay.

13               MS. SPILLER: Your Honor, I am going to  
14 object and move to strike. Ms. Byndon already  
15 testified that is a meter read instruction. And we  
16 are now just asking this witness, who is not  
17 responsible for this document, to read select  
18 portions into the record.

19               MR. LANE: And, your Honor, I think that's  
20 up to you to determine if this is relevant testimony  
21 and to give it its proper weight on what this  
22 document means.

23               MS. SPILLER: The document has already  
24 been admitted into the record.

25               EXAMINER PARROT: It's in the record. I



1 am fine with the testimony. Let's move on.

2 Q. (By Mr. Lane) So, Mr. Danzinger, that  
3 statement that you just read makes reference to the  
4 side door of the residence, does it not?

5 A. It does.

6 MR. LANE: I have no further questions.

7 EXAMINER PARROT: Ms. Bojko.

8 MS. BOJKO: Thank you, your Honor.

9 - - -

10 CROSS-EXAMINATION

11 By Ms. Bojko:

12 Q. Good morning, Mr. Danzinger.

13 A. Good morning.

14 Q. I think as you heard yesterday my name is  
15 Kim Bojko and I represent the office of the Ohio  
16 Consumers' Counsel. You stated you were employed by  
17 Duke Energy. You are employed by Duke Energy  
18 Business Services; is that correct?

19 A. I believe that is correct.

20 Q. And they provide services to Duke Ohio,  
21 Duke Energy Ohio?

22 A. Correct.

23 Q. And, sir, did you prepare your testimony  
24 by yourself or did you have assistance in preparation  
25 of it?



1           A.       I had assistance.

2           Q.       Did you have assistance from anybody other  
3 than your counsel?

4           A.       No.

5           Q.       You were a disconnection-for-nonpayment  
6 worker at Duke Ohio in November, 2011; is that  
7 correct?

8           A.       That is correct.

9           Q.       And your job duties at that time included  
10 completing orders for disconnecting service; is that  
11 correct?

12          A.       That is correct.

13          Q.       And there were other duties, you would  
14 have to read the meter; is that correct?

15          A.       That is also correct.

16          Q.       And you would also have to seal a meter?

17          A.       Yes.

18          Q.       And you did that for electric and gas?

19          A.       Yes.

20          Q.       You held the position of a DNP worker for  
21 approximately a year and a half; is that correct?

22          A.       Yes.

23          Q.       And then in December, 2011, you became a  
24 premises mechanic?

25          A.       That's correct.



1           Q.       And what are your duties as a premises  
2 mechanic?

3           A.       Doing gas work, nonemergency gas work,  
4 changing gas meters, turning gas meters on, turning  
5 GAG meters off, lighting appliance pilot lights, and  
6 such.

7           Q.       And on page 2, do you have your testimony  
8 in front of you, page 2, line 11 of your testimony,  
9 you state that the purpose of your testimony is to  
10 explain the steps and actions you would take when  
11 disconnecting a resident; is that correct?

12          A.       That is correct.

13          Q.       Do you know when the DNP for electric and  
14 gas was created?

15          A.       I do not.

16          Q.       It's your understanding there was a DNP  
17 created for both gas and electric services at 11312  
18 Orchard Street, correct?

19          A.       Yes, it is my understanding.

20          Q.       And, sir, when you go to a house, are you  
21 required to wear identification?

22          A.       Yes.

23          Q.       In fact, you would wear a shirt like you  
24 have now which says "Duke Energy"?

25          A.       This very shirt and more identification on



1 my hard hat.

2 Q. And that was true back in 2011 as a DNP  
3 worker?

4 A. Yes.

5 Q. Let's talk about the process that you  
6 discuss in your testimony. On page 3, do you know  
7 how many disconnections were assigned to you on  
8 November 4, 2011?

9 A. I do not.

10 Q. Do you know how many would have been  
11 assigned to you on an average day?

12 MS. SPILLER: Objection to the relevance.

13 EXAMINER PARROT: Overruled.

14 A. Completely depends on the area we are  
15 working.

16 Q. And at that time you would have been  
17 assigned gas and electric disconnection, correct?

18 A. Yes.

19 Q. And some of the disconnections would have  
20 been just for gas or they would have been just for  
21 electric?

22 A. Sometimes I do get a gas only when there  
23 is an electric meter there. Sometimes vice versa, I  
24 get electric only when there was a gas meter there.  
25 Most of the time you would get both gas and electric



1 at the same house at the same time.

2 Q. And after you received your assignments,  
3 you state you would review the customers' addresses;  
4 is that correct?

5 A. I'm sorry.

6 Q. You would review the customers' addresses  
7 before leaving for the day.

8 A. Yes.

9 MS. SPILLER: Do you want to perhaps  
10 reference a line you are referring to?

11 Q. And would you review the customer's  
12 accounts and information you had, notes on the  
13 accounts, special instructions?

14 A. Are you referring to on the laptop or on  
15 the paperwork?

16 Q. Either one.

17 A. Yeah, as I will pull up to a driveway, I  
18 would look at what I had in front of me or a  
19 street -- or a house that's stated. When I pull up  
20 to each house, I review before I get out of the  
21 truck.

22 Q. So you actually pull up the account  
23 information on your laptop?

24 A. That's in the action of pressing "on site"  
25 which is stated in here at some point.



1           Q.       So you press "on site" and the account  
2 information pops up for you to review.

3           A.       Payment information, last payment made,  
4 minimum -- minimum balance due to prevent  
5 disconnection, total balance due, and things of that  
6 nature.

7           Q.       And would the DNP for gas and electric,  
8 would there be separate screens for gas and electric  
9 or would they have been the same screen?

10          A.       They would be separate screens.

11          Q.       And you would review both screens?

12          A.       Generally, I would not review the gas  
13 screen if I was able to reach the electric meter.

14          Q.       So if you were able to reach the electric  
15 meter, you would turn off the electric, and you would  
16 then proceed to turn off the gas without reviewing  
17 the account?

18          A.       I would not --

19               MS. SPILLER: Excuse me, Mr. Danzinger.  
20 Your Honor, I am going to object. I think we are  
21 well into friendly cross here with Mr. Danzinger, and  
22 this case concerns the disconnection of electric  
23 services. So I think we are going beyond that which  
24 is identified in Mr. Danzinger's direct testimony.

25               EXAMINER PARROT: Overruled.



1 THE WITNESS: Repeat the question, please.

2 (Record read.)

3 A. That is incorrect. I generally would not  
4 turn off the gas if I was able to reach the electric.

5 Q. And why would you choose to only turn off  
6 one if you had a DNP for both?

7 A. That was practice at Duke Energy at that  
8 time in 2011. If we could reach the electric, we  
9 would do the electric only and come back 7 to 10 days  
10 later for the gas.

11 Q. And once you arrived at the customer's  
12 house, would you park on the street or would you park  
13 in the customer's driveway?

14 A. Depending on the situation.

15 Q. Explain, please.

16 A. Some streets are unsafe to park on.  
17 Fast-moving streets, if it was a residential suburban  
18 neighborhood and it was safe parking, no handicap, no  
19 fire hydrants, things of that nature, if I could park  
20 on the street, I would. It was safer for me to do  
21 so.

22 Q. Do you recall, for the Easterling home, if  
23 you parked on the street or the driveway?

24 A. I do not personally recall.

25 Q. And once you parked, you said you would



1 open your laptop and you would find the account  
2 screen and type "on site" and all the notes following  
3 that would be on that system in your laptop; is that  
4 accurate?

5 A. As I was driving to the account, I would  
6 have been "in route," and then to "on site" it's a  
7 click of one button that looks like a house and then  
8 it would open up where I had previously said payment  
9 information would be found.

10 Q. And that's where you would type in any  
11 account notes that you needed to type in?

12 A. No. I hit a separate tab called "submit,"  
13 and I would type in the meter read and then hit a  
14 checkmark to send.

15 Q. Is that the screen where you would type in  
16 any account notes that might be needed?

17 A. That is that very screen.

18 Q. So after you hit the "on site" button,  
19 then you would get out of your truck and walk up to  
20 the house; is that correct?

21 A. Correct.

22 Q. And then you would attempt to make contact  
23 with the customer or adult consumer at the premise?

24 A. Correct.

25 Q. And on page 4, line 12, you state that you



1 knock to attempt to do that. How much time do you  
2 wait after you knock on a customer's door for them to  
3 answer?

4 MS. SPILLER: Your Honor, I am again going  
5 to object to the friendly cross. This all could have  
6 been elicited by Mr. Lane, the Complainant's counsel,  
7 in this case.

8 EXAMINER PARROT: Overruled.

9 A. The question was I would then knock and  
10 how much time would I give?

11 Q. Yes.

12 A. I would knock and ring the doorbell.  
13 Sometimes the doorbell wouldn't work. You would  
14 knock and do both and you would give, I guess the  
15 best way to answer is, in one's opinion, a fair  
16 amount of time. Some houses are mansions, some  
17 houses are literally 10-feet long and 10-feet deep.  
18 If you hear no movement in the house, nothing is  
19 happening at all, you are standing there and nobody  
20 comes to the door, then nobody comes to the door.

21 Q. So do you wait 30 seconds? One minute?

22 A. It varies at each and every house.

23 Q. And do you know how long you waited at the  
24 door of the Easterlings' house on November 4, 2011?

25 A. I do not.



1           Q.       And you also state in your testimony if  
2       there is more than one door or if the customer's  
3       account had a note about a specific door to use, you  
4       would go and try multiple doors; is that correct?

5           A.       That is incorrect. I would pick the door  
6       that is -- looks like it is the best to use. If the  
7       front door looks like it is ever used then that is  
8       the one that I would try to use.

9           Q.       So on page 4, line 15 of your testimony,  
10       where it says "If there was more than one door or if  
11       the customer's account had a note about a specific  
12       door to use, I would try the other doors." That's  
13       incorrect? You would go to the first door that looks  
14       like it is used or available?

15          A.       Yeah. It's safe to say I would try the  
16       best-looking door at the house.

17          Q.       Best-looking door?

18          A.       One that looks to me like it is used  
19       often. Attached garage, they would have to walk from  
20       garage to house, would signify maybe there's a door  
21       closest to the garage. I mean, you can just kind of  
22       tell. Some doors are used and some doors aren't.

23          Q.       So if there is a backdoor that's close to  
24       the garage, that's the door you would attempt to use?

25               MS. SPILLER: Objection. That misstates



1 his testimony.

2 A. No.

3 EXAMINER PARROT: Overruled.

4 A. Not necessarily because even if the  
5 backdoor is closest to some attached garage  
6 buildings, that requires me to further walk deeper  
7 into a customer's property that I am not necessarily  
8 invited on.

9 Q. And if the customer's account had a note  
10 on it as stated on line 16, you would still use the  
11 door that you perceived to be the best door?

12 A. That is correct.

13 Q. So your testimony is inaccurate with  
14 regard to which door you would use; is that correct?

15 MS. SPILLER: Objection. That misstates  
16 his testimony.

17 EXAMINER PARROT: Overruled.

18 A. One more time. I'm sorry.

19 Q. The testimony that you provided on lines  
20 15 and 16 is not exactly accurate to the practice  
21 that you endured in 2011; is that correct?

22 A. It's hard to say if it's exactly accurate  
23 or inaccurate. Every house is different and each  
24 person that asks me this question states it in a  
25 different way. So to answer to the best of my



1 ability, I would try a door that looks to be, in my  
2 professional opinion, a used door, and if it was the  
3 best attempt, in my opinion, then that was the best  
4 attempt in my opinion.

5 Q. And that's true even if there was an  
6 account note to use a specific door?

7 A. If there is an account note to use a  
8 specific door, I believe you are referencing the side  
9 door, I read for this gentleman here --

10 Q. No. I am just asking in general.

11 A. Those account notes really are for the  
12 meter readers, so, I mean, that doesn't necessarily  
13 change the door I decide to use. If you look at a  
14 side door and it looks like a direct basement entry,  
15 that's a different door than the meter reading  
16 employee is going to use, as he has keys and invited  
17 entry and probably knows this customer, than I will  
18 choose to use because I have never met this customer,  
19 I am not necessarily invited. And also that door may  
20 not look like the best door to knock on to get the  
21 customer's attention in the home and it probably  
22 doesn't have the doorbell neither.

23 MS. BOJKO: Your Honor, I move to strike  
24 the response as not responsive and have my question  
25 reread.



1 MS. SPILLER: Your Honor, I think it was  
2 entirely responsive to the question.

3 EXAMINER PARROT: I agree. Motion to  
4 strike is denied.

5 Q. I think I was trying to ask you if there  
6 is an account note, you don't necessarily follow the  
7 account note as you would use the best door in your  
8 judgment; is that correct?

9 MS. SPILLER: Objection. Asked and  
10 answered.

11 EXAMINER PARROT: Overruled.

12 A. The account note isn't specific to my job,  
13 so I would still just use my best judgment.

14 Q. And you would just pick one door. You  
15 would not use multiple doors or try multiple doors;  
16 is that correct?

17 A. Generally that is correct.

18 Q. And you would -- you would then wait the  
19 same amount of time for a customer regardless of any  
20 notes on the account about the customer's age or  
21 disabilities or special needs; is that correct?

22 MS. SPILLER: Objection. This assumes  
23 facts not in evidence pertinent to this case.

24 EXAMINER PARROT: Overruled.

25 A. I would give them, my professional



1 opinion, a fair amount of time at each and every  
2 house.

3 Q. And the same amount of time at each and  
4 every house.

5 MS. SPILLER: Objection. That misstates  
6 the Witness's testimony.

7 MS. BOJKO: I will rephrase. I'm sorry.  
8 I didn't mean to mischaracterize.

9 Q. A similar-sized house, you would leave the  
10 same amount of time for a person to answer a door; is  
11 that correct?

12 A. Each and every house is different.

13 Q. But it's based on your view of the house,  
14 not of occupants of the house; is that correct?

15 A. It is based on my professional opinion.

16 Q. If you were able to make contact with the  
17 person at the door, if the customer couldn't make a  
18 payment, would you give the customer an option of  
19 disconnecting the electric versus the gas meter?

20 MS. SPILLER: I am going to object to the  
21 relevance of the issue in this case. There is no  
22 allegation of failure to -- there is no allegation  
23 concerning separation of service.

24 MS. BOJKO: Well, we know we disagree with  
25 that.



1 EXAMINER PARROT: Overruled.

2 THE WITNESS: Please reread the question.

3 (Record read.)

4 A. I am unable to provide the separation of  
5 service option, but I am able to provide them with  
6 phone numbers to call into the office and talk about  
7 payment plans and things like separation of service.  
8 If they answered and asked to call, I would have  
9 given the number and they could have called. Whether  
10 they came to that agreement with our office person or  
11 not, that's not up to me.

12 Q. But you, yourself, do not offer that  
13 option; is that correct?

14 A. That is correct.

15 Q. And if a customer answers the door and  
16 they could not make a payment, you would give the  
17 customer the disconnection notice and then go to the  
18 meter; is that correct?

19 A. If they didn't physically prevent me, then  
20 yes. If they refuse to pay, I would disconnect the  
21 meter.

22 Q. And I believe you state in your testimony  
23 that you would either put the notice on the -- you  
24 would tape it on the door or put it between the  
25 screen and the door; is that correct?



1           A.       I generally tried to put it in between the  
2 screen and door frame, but not all houses have a  
3 screen door.

4           Q.       And if they don't, you would tape it to  
5 the door?

6           A.       I would tape it or if there was something  
7 to -- other way to affix it, but generally tape would  
8 be next. If the door was kind of raised above the  
9 floor and I could slip it under the door, I would do  
10 that. But, you know, it is kind of each and every  
11 house is different.

12          Q.       And you would have to go back to your  
13 truck to get the tape to tape it if you could not  
14 affix it any other manner?

15          A.       No. I wear a tool belt and everything I  
16 needed was on it.

17          Q.       And I think you said you don't recall  
18 where exactly you would have put the notice for the  
19 Easterling account on November 4, 2011?

20          A.       I do not personally recall. I can only  
21 guess based on the pictures I was given.

22          Q.       And if you -- if you knocked and you  
23 couldn't make contact, you would place the  
24 disconnection notice on the door or slide it under  
25 the door or put it on the screens, and then you would



1 have to go locate the meter; is that correct?

2 A. Yes. If I knocked and rang and there was  
3 no response, I would have affixed a disconnect notice  
4 in some fashion and then go to the meter.

5 Q. And do you know how long that would have  
6 taken?

7 A. Judging on the view of the house that I  
8 seen, it was nearly within arm's reach of the front  
9 door, so seconds.

10 Q. So you waited seconds for somebody to  
11 answer?

12 MS. SPILLER: That misstates his  
13 testimony.

14 MS. BOJKO: Your Honor, that was his  
15 response to my question that asked about a series of  
16 events and how long it would take.

17 EXAMINER PARROT: Overruled.

18 A. Are you asking me how long it would take  
19 for me to seek out and find the electric meter, or  
20 how long from the initial knock and doorbell ring  
21 until I walked to the meter would that take?

22 Q. I was asking about a series of events but  
23 let's ask about electric meter. How long would it  
24 take you to find an electric meter?

25 A. In this case I would have already known



1 where it was before I knocked because I would have  
2 had to pass it to get to the front door or the side  
3 door.

4 Q. And it's your understanding that -- strike  
5 that.

6 And it's your understanding that the  
7 Easterlings did not have a meter that could be  
8 remotely shut off; is that correct?

9 A. It is my understanding.

10 Q. Do you know if the Easterlings had a  
11 traditional analog meter or was it an AMR meter?

12 A. I do not personally recall.

13 Q. And you believe that the Easterlings'  
14 electric meter was outside; is that correct?

15 A. That is what I'm told.

16 Q. That is what you were told about the  
17 property before you testified today?

18 A. Told and shown in pictures. The pictures  
19 that were used yesterday, I believe they were dated  
20 September of 2011 or at that year time period.

21 Q. On -- on page 5, line 16 of your  
22 testimony, you say that if the customer gave you  
23 access, do you see that?

24 A. Line 16, you said?

25 Q. Yes.



1           A.       Yes, I do see that.

2           Q.       How many electric meters are inside?

3           A.       Are you talking about a certain area or  
4 just what you've seen while I was working those  
5 years?

6           Q.       What you've seen in the year-and-a-half  
7 that you were a DNP worker.

8           A.       Generally in that area most were outside.  
9 And in the city areas or closer to the city, most  
10 were inside.

11          Q.       And if a meter was inside and the customer  
12 was not at home, they could not give you the access;  
13 is that correct?

14          A.       That is correct.

15          Q.       And in that situation would you just  
16 return to your car and leave?

17          A.       If it were a single-family building, one  
18 residence and it was unpaid, I would refer to the  
19 overhead electric guys and they would come cut the  
20 electric off at the pole.

21          Q.       And do you know where the Easterlings' gas  
22 meter was outside?

23               MS. SPILLER: Object to the relevance.

24               EXAMINER PARROT: Overruled.

25          A.       It isn't my personal knowledge where it's



1 at, but through sitting through yesterday I have  
2 become aware that it was inside and moved outside.

3 Q. So if the meter reader -- or the gas meter  
4 was inside, then a meter reader would have to  
5 regularly visit the property to gain access to the  
6 meter and to read it; is that correct?

7 A. If it were inside, that is correct.

8 Q. And so a meter reader would have to come  
9 on a monthly basis and the Easterlings would have to  
10 open the door and provide them access; is that  
11 correct?

12 MS. SPILLER: Your Honor, this assumes  
13 facts not in evidence and it conflicts with the meter  
14 read instruction that's already been admitted into  
15 the record.

16 EXAMINER PARROT: Mr. Danzinger, you can  
17 answer if you know.

18 A. I can only speculate.

19 Q. So in your professional opinion, the meter  
20 reader would have to knock on the door and gain  
21 access to the property in order to access an inside  
22 meter; is that correct?

23 MS. SPILLER: Your Honor, the witness has  
24 just indicated he would only have to speculate and he  
25 shouldn't be asked to do that today.



1 EXAMINER PARROT: Different question.

2 Again, you may answer if you know, Mr. Danzinger.

3 A. Once again, I could only speculate.

4 Q. Well, isn't your understanding if a meter  
5 reader goes to a property with the gas meter inside,  
6 they would have to gain access just as you would have  
7 to gain access if you were trying to disconnect that  
8 meter?

9 A. That is correct. They would have to gain  
10 access.

11 Q. And is it your understanding that on the  
12 Easterlings' bills that there was actually a meter  
13 read on a monthly basis?

14 A. It is my understanding that all meters get  
15 read on a monthly basis.

16 Q. So you wouldn't be surprised that the  
17 Easterlings' meter was read on a monthly basis.

18 A. I have no reason to be surprised about it,  
19 unless they had a ferocious dog, then generally they  
20 got read.

21 Q. But it wouldn't be reflected on the bill  
22 it was read if they were unable to read it; is that  
23 correct?

24 A. One more time, I'm sorry.

25 Q. This wouldn't display on the bills that



1 they were actually read if they were unable to access  
2 the meter; is that correct?

3 MS. SPILLER: I am going to object to the  
4 relevance here about presumed gas meter reads.

5 EXAMINER PARROT: Overruled.

6 A. I do believe it is displayed on the  
7 customer's copy of the bill if the meter was accessed  
8 and read, or if it was, what do they call it, if it  
9 was accessed or read, or not, then they get a  
10 guesstimated bill, I believe, is what they call it.

11 Q. So a meter reader has to go to the  
12 property on a monthly basis; is that correct?

13 A. If these were non-AMI meters, that would  
14 be correct.

15 Q. And would the gas meter reader wear an  
16 identified shirt similar to what you are wearing  
17 today that says "Duke Energy" on it?

18 A. His states it on the back, and small on  
19 the front, but large on the back.

20 Q. So a person would know that it was a Duke  
21 employee that was coming to read their meter.

22 A. Generally, yes.

23 Q. And when you took your meter read at the  
24 property at the Easterlings, would you write that  
25 down on a piece of paper or would you enter it on an



1 electronic device as you are reading it?

2 A. If I were the meter reader?

3 Q. You. You.

4 A. The day of the disconnect?

5 Q. Yes, sir.

6 A. I would have written it on paper and went  
7 back to my truck when I was completed with the rest  
8 of my duties.

9 Q. And then transferred it over to the laptop  
10 you discussed?

11 A. Correct.

12 Q. So after you are done reading the meter,  
13 you would turn off the meter by opening the box; is  
14 that correct?

15 A. Opening the box is the first step.

16 Q. Oh, I'm sorry. You would open the box  
17 then you would cap the meter, seal it, and then close  
18 the locked box?

19 A. I would open the box, pull the meter cap  
20 and seal it, put the meter back in, and then close  
21 the box.

22 Q. And you have to put plastic pieces over  
23 the bottom prongs to keep the electric from passing  
24 through the meter; is that accurate?

25 A. That's correct, to break continuity.



1 Q. And then you have to close the box and  
2 lock the box; is that correct?

3 A. Correct.

4 Q. And then after you lock the box, you would  
5 return to your truck?

6 A. Yeah.

7 Q. And then you would open up your laptop and  
8 enter the meter read and then send the information  
9 back to Duke.

10 A. Correct.

11 Q. And then you would enter "in route" before  
12 leaving to go to another house?

13 A. At which point I believe that there was a  
14 gas meter disconnect out at this house also. At that  
15 point, before I am routed to my next one, I would  
16 have on sited and unexecuted that gas meter before I  
17 went to the next stop.

18 Q. You would have entered information in the  
19 account that you canceled the disconnect of the gas  
20 meter; is that correct?

21 A. I would have unexecuted. It's different  
22 than canceled.

23 Q. And to your knowledge would it show  
24 "canceled" on the CMS system?

25 A. It would show "unexecuted," I believe. I



1 don't really deal with the CMS. I just unexecute and  
2 there it goes.

3 MS. BOJKO: Your Honor, at this time, I  
4 would like to mark a series of discovery requests to  
5 go through. Unfortunately -- I am trying not to mark  
6 things multiple times. They appear to be different,  
7 your Honor. So at this time I would like to mark as  
8 OCC Exhibit I, a discovery request and responses  
9 identified as OCC Interrogatory 03-012, 03-013,  
10 03-014 that contain supplemental responses as well as  
11 the original response. May I approach?

12 EXAMINER PARROT: You may. So marked.

13 (EXHIBIT MARKED FOR IDENTIFICATION.)

14 Q. Do you have, sir, what's in front of you  
15 what's been marked as OCC Exhibit I starting with OCC  
16 Interrogatory 03-012?

17 A. Yes, I do.

18 Q. Do you recognize these discovery responses  
19 as you are responsive party on 03-012, 03-014, and  
20 03-13 just references back to 03-12?

21 MS. SPILLER: I would just note for the  
22 record "Legal" is also identified as contributing to  
23 the response. I think that is not a fair  
24 interpretation of the documents.

25 EXAMINER PARROT: Noted.



1 MS. SPILLER: Thank you.

2 A. I do note that I am part of the response  
3 in this document, yes.

4 Q. Okay. And you explained previously that  
5 you don't recall visiting the Easterling property; is  
6 that correct?

7 A. That is correct.

8 Q. And did you after -- with that personal  
9 knowledge, you drafted a discovery response that said  
10 upon information and belief, meaning somebody else  
11 informed you, that nobody answered the property, or  
12 nobody answered the door at the property on  
13 November 4, 2011?

14 A. I believe it is unclear whether the door  
15 was answered or not that day.

16 Q. Thank you. And your answer, sir, would be  
17 the same with regard to whether you attempted to  
18 provide personal notice; is that correct?

19 A. That I do not personally recollect leaving  
20 notice?

21 Q. Yes.

22 A. That is safe to say.

23 Q. And it's unclear whether notice was  
24 actually left at the property?

25 A. Yes, safe to say I don't personally



1 recall.

2 MS. BOJKO: Your Honor, at this time I  
3 would like to mark OCC-POD-03-006 and 007 as OCC  
4 Exhibit J.

5 EXAMINER PARROT: So marked.

6 (EXHIBIT MARKED FOR IDENTIFICATION.)

7 MS. BOJKO: May I approach?

8 EXAMINER PARROT: You may.

9 Q. Sir, do you have in front of you what's  
10 been marked OCC Exhibit J which is 006?

11 A. I do.

12 Q. Does this appear to be a discovery  
13 response from Duke Energy?

14 A. It does.

15 Q. And, sir, do you know who Bob Ries is?

16 A. Bob Ries, and yes, I do.

17 Q. I'm sorry, Ries.

18 A. Ries, yes. That's correct.

19 Q. Okay. And was he a supervisor to you at  
20 the time?

21 A. He was above my supervisor. He was my  
22 supervisor's boss.

23 Q. Okay. And, sir, does the discovery  
24 request ask Duke to provide all documents or other  
25 evidence demonstrating that a Duke employee,



1     yourself, actually attached written notice in a  
2     conspicuous location at the property?

3             A.       What are you asking?

4             Q.       Is that the request?

5             A.       That we attach notice?

6             Q.       No, no. That you provide all documents or  
7     other evidence demonstrating that a Duke employee,  
8     which would have been yourself, right?

9             A.       Yes.

10            Q.       Attached notice of the disconnection in a  
11   conspicuous location at the property.

12                   MS. SPILLER: Your Honor, I am going to  
13   object to the using of this discovery request of the  
14   witness. He is not identified as the person  
15   responsible on it.

16                   MS. BOJKO: Your Honor, he's identified  
17   the person who is responsible, which is a supervisor  
18   in his department.

19                   MS. SPILLER: That makes no difference.  
20   He is not responsible for this response.

21                   EXAMINER PARROT: Overruled. We'll see  
22   what the questions are.

23             A.       I don't -- I don't know what you are  
24   asking me.

25             Q.       I don't recall. I think I just asked if



1 the request said that. Is that what the request  
2 says?

3 A. I don't know what you are asking.

4 EXAMINER PARROT: Start again. That's  
5 where you were.

6 MS. BOJKO: Okay. Thanks.

7 Q. Please provide -- does the request state  
8 "Please provide all documents or other evidence that  
9 Duke has demonstrating that a Duke employee attached  
10 written notice of the disconnection in a conspicuous  
11 location at the Property"?

12 A. Yes, that is what the request says.

13 Q. Okay. And the supplemental response says  
14 "no such document exists"; is that correct?

15 MS. SPILLER: Your Honor, I'm going to  
16 object. That absolutely misstates this response in  
17 its entirety. Counsel's selectively reading from it  
18 with a witness who wasn't responsible for it.

19 MS. BOJKO: I'll rephrase, your Honor.

20 EXAMINER PARROT: Okay.

21 Q. Does the supplemental response, after  
22 objections put forth by legal, say "Without waiving  
23 said objection, to the extent discoverable, limiting  
24 this request to November 4, 2011, consistent with the  
25 attorney examiner's ruling on January 14, 2016,



1 interpreting 'other evidence' to mean documents, and  
2 in the spirit of discovery, no such document exists"?

3 MS. SPILLER: Your Honor, again same  
4 objection. We are trying to use this witness to get  
5 into evidence a discovery response for which he is  
6 not responsible. Simply asking him if what she read  
7 is correct does not give credence to this response  
8 that he is not responsible for.

9 MS. BOJKO: Your Honor, first of all, he  
10 has already agreed he is the Duke employee that's  
11 referenced in the discovery response and then he's  
12 also stated that the person that is responsible is a  
13 supervisor above his supervisor at Duke, so I think  
14 he is the responsible person.

15 MS. SPILLER: Your Honor, that's a  
16 certainly very broad reading of what's indicated  
17 here, but we are trying to again use this witness,  
18 and the OCC could have brought Mr. Reis here today to  
19 talk about these responses.

20 EXAMINER PARROT: Overruled.

21 A. I suppose I can validate that what you  
22 read is on the paper.

23 Q. Thank you.

24 And if you look at OCC-POD-03-007, this  
25 one I just want to merely ask if this discovery



1 supplemental response, after objections, refers you  
2 back to OCC-POD-03-005?

3 MS. SPILLER: Again, your Honor, same  
4 objection. This witness is not responsible for this  
5 particular discovery request.

6 EXAMINER PARROT: Noted and overruled  
7 again.

8 A. I can't remember what you said.

9 Q. I just asked if the last sentence in the  
10 supplemental response, after objections, says "see  
11 supplemental response to OCC-POD-03-005"?

12 A. That is what it reads.

13 MS. BOJKO: Your Honor, at this point I  
14 would like to mark as OCC P -- or, excuse me, OCC K,  
15 OCC-POD-03-005.

16 EXAMINER PARROT: So marked.

17 MS. BOJKO: Oh, I'm sorry, your Honor, we  
18 marked this one yesterday.

19 MR. ETTER: It's H.

20 MS. BOJKO: It's G. Oh, no, H, thank you.  
21 H Confidential. Your Honor, would you like me to  
22 reserve these questions for the confidential session?  
23 I apologize.

24 EXAMINER PARROT: Yes, I mean if you're  
25 intending to get into the exhibit, yes.



1 MS. BOJKO: Yes, I am.

2 EXAMINER PARROT: Just for clarity, it is  
3 the same as OCC Exhibit H, so it has already been  
4 marked.

5 MS. BOJKO: Yes. Thank you, your Honor.  
6 Your Honor, may I approach?

7 EXAMINER PARROT: You may.

8 MS. BOJKO: Let the record reflect I am  
9 handing the witness what's previously been marked as  
10 OCC Exhibit C.

11 A. Thank you.

12 Q. Sir, do you have in front of you what's  
13 been marked as OCC Exhibit C?

14 A. I do.

15 Q. And does it appear to be Google Maps of a  
16 property?

17 A. It does.

18 Q. And, sir, does it state that it is the  
19 property at 11312 Orchard Street?

20 A. Yes, it does.

21 Q. And do you recollect this house?

22 A. I do not.

23 Q. And if you could work with me on the first  
24 map -- or picture, does it appear there is a driveway  
25 on the right side of the property?



1           A.       Yes, it does.

2           Q.       And does it appear that there -- if you  
3 look at the second picture, does it appear that there  
4 are four steps walking up to the property?

5           A.       Yes.

6           Q.       And then if you look at the third picture,  
7 does it appear that there is -- go to the fourth  
8 picture. Does it appear that there is a side door on  
9 the left side of the house?

10           MS. SPILLER: Your Honor, this witness has  
11 just indicated he didn't recall this particular home  
12 and now she is asking him just to indicate what these  
13 photographs show and I think they speak for  
14 themselves. They have already been admitted into the  
15 evidence. At this point we are just cumulative and  
16 confirming what the photographs show.

17           MS. BOJKO: Your Honor, under her theory  
18 then, his whole testimony should be stricken because  
19 he doesn't recollect anything about the date of  
20 November 4, 2011. So I think it's fair game to ask  
21 him some questions about the property and where --  
22 what he would have done.

23           EXAMINER PARROT: If that's where this is  
24 going, I'm fine, so overruled.

25           Q.       (By Ms. Bojko) So on the November 4, 2011,



1 given these pictures, you believe that you would have  
2 parked in front of the house or in the driveway?

3 A. According to these pictures, in front of  
4 the house.

5 Q. And if you go to the last picture, can you  
6 see that there is a garage towards the back of the  
7 house, back right of the house?

8 A. I can.

9 Q. And so I think you stated previously to  
10 Mr. Lane that you would have walked up the four steps  
11 to get to the porch where you could see the front  
12 door; is that correct?

13 A. Yes, that is most likely what I would have  
14 done.

15 Q. And can you see by the pictures of the  
16 aerial map that there is a back porch and a backdoor  
17 that's close to the garage?

18 A. I can.

19 Q. And I don't know if you answered the  
20 question because there was an objection. You do see  
21 that there is a side door on the left side of the  
22 house?

23 A. I do.

24 Q. Thank you. Thank you. I don't have any  
25 further questions about those.



1 MS. BOJKO: Your Honor, in the public  
2 section, I would like to mark for the record as OCC  
3 Exhibit K, a discovery response to Pitzer-POD-01-007  
4 Confidential Attachment, and this is confidential so  
5 I will save it for the confidential section. I just  
6 wanted to mark it right now.

7 EXAMINER PARROT: Okay. So marked.

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 EXAMINER PARROT: Ms. Bojko, you can go  
10 ahead and get a copy of it to us now so I can see it.

11 MS. BOJKO: Actually, your Honor, I think  
12 my remaining questions are all confidential. And I  
13 have more discovery so do you want me to mark it all  
14 now or just wait until the confidential?

15 EXAMINER PARROT: No. Let's go ahead and  
16 mark things publicly, distribute them now, so I can  
17 have my set and the court reporter as well.

18 MS. BOJKO: Okay. So then I would like to  
19 mark as OCC Exhibit L, OCC POD-04-005.

20 EXAMINER PARROT: Okay. So marked.

21 MS. BOJKO: Actually, your Honor, I'm  
22 sorry, that one is previously marked as G.

23 EXAMINER PARROT: Yes. It's G.

24 MS. BOJKO: If you give me a moment, I am  
25 just making sure we didn't mark these. We marked a



1 lot yesterday.

2 Okay. So then I would like to mark as L  
3 OCC-POD-04-005 supplemental. And I would like to  
4 mark as OCC Exhibit M would be a collection of  
5 screenshots from Duke's CMS system.

6 EXAMINER PARROT: Okay.

7 MS. BOJKO: I believe the other ones are  
8 already marked.

9 EXAMINER PARROT: Okay. The exhibits are  
10 so marked.

11 (EXHIBIT MARKED FOR IDENTIFICATION.)

12 MS. BOJKO: May I approach, your Honor?

13 EXAMINER PARROT: You may.

14 MS. BOJKO: I appear to be missing one,  
15 your Honor, and I will find it in a moment if I could  
16 just pass out -- sorry, I am used to going in the  
17 order. If I could pass out POD-01-007 marked OCC K  
18 and then the one that's marked OCC M which are some  
19 screenshots.

20 EXAMINER PARROT: Okay. So are you  
21 still -- still working on L then. Okay.

22 MS. BOJKO: We must have used it yesterday  
23 which is the problem, your Honor, because it's not in  
24 my order.

25 These are confidential.



1 MS. SPILLER: Uh-huh. Thank you.

2 EXAMINER PARROT: Okay. So no further  
3 questions for the public section; is that right,  
4 Ms. Bojko?

5 MS. BOJKO: That's correct, your Honor.

6 EXAMINER PARROT: Okay. Any public  
7 redirect, Ms. Spiller?

8 MS. SPILLER: Your Honor, may we have a  
9 moment, please?

10 EXAMINER PARROT: You may.

11 (Discussion off the record.)

12 EXAMINER PARROT: All right. Let's go  
13 back on the record. Hold one second, Ms. Spiller.  
14 Ms. Bojko was going to clarify something for the  
15 exhibits for us.

16 MS. BOJKO: Yes, thank you, your Honor.  
17 At this time I would like to not mark Exhibit L as it  
18 is an attachment to a previously marked Exhibit, so  
19 OCC Exhibit H contains OCC-POD-03-005 as well as the  
20 referenced OCC-POD-04-005 Supplemental Confidential  
21 Attachment.

22 EXAMINER PARROT: Okay. Thank you.

23 MS. BOJKO: Thank you.

24 EXAMINER PARROT: All right. Ms. Spiller.

25 MS. SPILLER: Thank you, your Honor.



1                               - - -

2                               REDIRECT EXAMINATION

3       By Ms. Spiller:

4           Q.       Just very briefly, Mr. Danzinger. Can you  
5       locate for me, sir, what was marked as Pitzer  
6       Exhibit D. I think you called it a "meter reading  
7       instruction," sir.

8           A.       It's around here somewhere. Yes, I have  
9       it.

10          Q.       And is there a section at the bottom of  
11       this page that -- where there is a populated field  
12       after "New Instructions"?

13          A.       There is.

14          Q.       Okay. And it says AMR meter; is that  
15       right?

16          A.       It does.

17          Q.       And what's an AMR, Mr. Danzinger?

18          A.       A self-reading meter.

19          Q.       And what do you mean by a self-reading  
20       meter?

21          A.       We walk by it and it reads remotely. We  
22       don't have to gain physical access.

23                   MS. SPILLER: Thank you, sir. Nothing  
24       further.

25                   EXAMINER PARROT: Mr. Lane, any follow-up



1 based on that question?

2 MR. LANE: No, your Honor.

3 EXAMINER PARROT: Ms. Bojko.

4 MS. BOJKO: Yes, I do. Thank you, your  
5 Honor.

6 - - -

7 RECROSS-EXAMINATION

8 By Ms. Bojko:

9 Q. Mr. Danzinger, I think you stated  
10 previously that it's your understanding that the AMR  
11 meter that you just referenced at the property of the  
12 Easterlings was not installed in 2011, it was  
13 installed later; is that correct?

14 MS. SPILLER: Objection. That misstates  
15 his testimony. That question was about an AMI.

16 EXAMINER PARROT: Overruled. You may  
17 clarify anything you need to, Mr. Danzinger, in your  
18 response.

19 A. I do not personally recall what type of  
20 meters were there at the time.

21 Q. Okay. And just so the record is clear, an  
22 AMI meter has to be read by a company employee?

23 A. Incorrect. AMI is -- it reads itself like  
24 sending a text message on a cell phone. It just  
25 sends its receipt out.



1 Q. I'm sorry. An AMR meter has to be read;  
2 is that correct?

3 A. Remotely.

4 Q. Okay. And "remotely" means that a Duke  
5 employee has to go to the property and use a device  
6 to read it; is that correct?

7 A. It gets read. If it's inside or outside  
8 it just gets read from the sidewalk as long as the  
9 house isn't too far away from the sidewalk. You  
10 would just kind of walk near the house and it would  
11 pick the read up and then you walk up.

12 Q. Okay. But you have to be on the property,  
13 a Duke employee would have to be on the property; is  
14 that correct?

15 A. Correct.

16 Q. And then an analog meter has to be read  
17 manually by an employee of Duke; is that correct?

18 A. That is correct.

19 MS. BOJKO: Thank you. No further  
20 questions.

21 EXAMINER PARROT: Okay. Let's go off the  
22 record just for a second.

23 (Discussion off the record.)

24 EXAMINER PARROT: Back on the record.

25 Mr. Lane, I don't believe you indicated you had



1 questions for the confidential session; is that  
2 correct?

3 MR. LANE: That is correct.

4 (CONFIDENTIAL PORTION EXCERPTED.)  
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(OPEN RECORD.)

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12

EXAMINER PARROT: I believe Ms. Spiller  
has already moved for the admission of Duke Exhibit  
J. Any objections?

13

MR. LANE: No, your Honor.

14

15

EXAMINER PARROT: Okay. Duke Exhibit J is  
admitted into the record.

16

(EXHIBIT ADMITTED INTO EVIDENCE.)

17

18

EXAMINER PARROT: Thank you,  
Mr. Danzinger.

19

20

THE WITNESS: Do I take all this paperwork  
or leave it?

21

MR. LANE: Leave it there, yeah.

22

23

EXAMINER PARROT: Mr. Lane, you had an  
exhibit?

24

25

MR. LANE: Yes. I would like to move for  
the exhibit, Pitzer Exhibit I, please.



1 EXAMINER PARROT: Are there any  
2 objections?

3 MS. SPILLER: One moment, please, your  
4 Honor. Your Honor, I think I would object to its  
5 admission in its entirety of it insofar as it  
6 concerns Mr. Danzinger. Mr. Lane only asked this  
7 particular witness about a couple of documents, not  
8 all of those that were attached here in this  
9 compilation.

10 EXAMINER PARROT: And I think now that I  
11 recall, Mr. Lane, I do believe you said this also  
12 would concern Mr. Carmosino's testimony, so we can  
13 defer ruling on that then based on the objection at  
14 this point.

15 And Ms. Bojko?

16 MS. BOJKO: Yes, your Honor. At this time  
17 I would like to renew my motion to admit OCC  
18 Exhibit H in the record which is -- was discussed by  
19 Mr. Danzinger.

20 EXAMINER PARROT: Okay.

21 MS. BOJKO: And then I would also move I,  
22 J, K, and M.

23 EXAMINER PARROT: All right. Are there  
24 any objections?

25 MS. SPILLER: Your Honor, there is an



1 objection to Exhibit M. I mean, there was -- there  
2 were no -- this particular document was not at all  
3 identified by Mr. Danzinger. When Ms. Bojko went  
4 back to try to establish a foundation with this  
5 witness, she simply asked him questions about what he  
6 did on November 4, 2011. There has been -- so I  
7 think this -- this is a document for which there has  
8 been no appropriate foundation whatsoever  
9 established. I would further note for purposes of  
10 the clarity of our record that OCC Exhibit K has  
11 already been admitted into the record. It is Pitzer  
12 Exhibit B as in boy. It looks like this is perhaps a  
13 better copy so I am not sure if that is at all  
14 significant to folks but wanted to note that as well.

15 MS. BOJKO: Your Honor, I think it's  
16 better for the record to have a better copy. That's  
17 why I brought a different copy.

18 EXAMINER PARROT: Okay. Any other  
19 objections?

20 MS. SPILLER: No, your Honor.

21 EXAMINER PARROT: Response with respect to  
22 M, Ms. Bojko?

23 MS. BOJKO: Your Honor, I think the  
24 witness did say that he -- it includes information  
25 that he testified to, the gas and electric being one



1 canceled and one completed. That is on this  
2 document. I think that he established that fact.

3 MS. SPILLER: Well, your Honor, there is a  
4 lot more that's on the document and if the only  
5 purpose is to establish that one was completed and  
6 one was canceled, Mr. Danzinger has offered testimony  
7 to that fact already, so at this point that one  
8 portion of this document, for which there has been no  
9 substantiation by this witness, is unnecessarily  
10 cumulative.

11 MS. BOJKO: Your Honor, I don't think -- I  
12 mean, it's a document produced by the company. I  
13 would hate to have to go redact just for the  
14 pertinent information that is needed to make various  
15 points through various witnesses.

16 EXAMINER PARROT: Are you using -- intend  
17 to go use this further with other witnesses,  
18 Ms. Bojko?

19 MS. BOJKO: Possibly. I can't recall  
20 sitting here right now.

21 EXAMINER PARROT: Let -- we'll wait on  
22 that one.

23 MS. BOJKO: Defer?

24 EXAMINER PARROT: So at this time I will  
25 admit OCC Exhibits H, I, J, and K, I will admit as



1 well. I do think it's quite a bit easier to read,  
2 so.

3 (EXHIBITS ADMITTED INTO EVIDENCE.)

4 MS. BOJKO: Thank you, your Honor.

5 EXAMINER PARROT: All right. Let's go off  
6 the record.

7 (Discussion off the record.)

8 EXAMINER PARROT: We are taking a short  
9 5-minute break.

10 (Recess taken.)

11 EXAMINER PARROT: Let's go back on the  
12 record.

13 Okay. Next witness.

14 MS. SPILLER: Thank you, your Honor. At  
15 this time Duke Energy Ohio would call Melissa Porter.

16 (Witness sworn.)

17 EXAMINER PARROT: Please have a seat.

18 MS. SPILLER: And may we approach, your  
19 Honor?

20 EXAMINER PARROT: You may.

21 MS. SPILLER: For purposes of the record,  
22 we would ask that Ms. Porter's direct testimony  
23 docketed in this proceeding on December 30, 2015, be  
24 identified as Duke Energy Ohio Exhibit K.

25 EXAMINER PARROT: So marked.



1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 MS. SPILLER: Thank you.

3 - - -

4 MELISSA PORTER

5 being first duly sworn, as prescribed by law, was  
6 examined and testified as follows:

7 DIRECT EXAMINATION

8 By Ms. Spiller:

9 Q. Good morning, Ms. Porter. Oh, good  
10 afternoon, Ms. Porter, I apologize. Would you  
11 identify yourself for the record, please.

12 A. Melissa Porter.

13 Q. And by whom are you employed?

14 A. Duke Energy Carolinas.

15 Q. And, ma'am, do you have in front of you  
16 what has been marked as Duke Energy Ohio Exhibit K?

17 A. Yes.

18 Q. And is that a copy of your direct  
19 testimony filed in this case?

20 A. Yes.

21 Q. Ms. Porter, do you have any corrections or  
22 changes to your direct testimony?

23 A. Yes. On page 7, line 21, remove the last  
24 three words on that sentence, "no longer exist" was  
25 removed.



1 Q. So you would end the sentence at  
2 "October 2011"?

3 A. That's correct.

4 MS. BOJKO: What page? I am sorry.

5 A. Page 7, line 21.

6 Q. Do you have any other corrections or  
7 changes to your testimony?

8 A. No, ma'am. I do not.

9 Q. And if I were to ask you -- if I were to  
10 ask you today, Ms. Porter, the questions that appear  
11 in Duke Energy Ohio Exhibit K, would your answers be  
12 the same as reflected in that document, subject to  
13 the one correction you've made for us today?

14 A. Yes, it would.

15 MS. SPILLER: Your Honor, Duke Energy Ohio  
16 would move for the admission of Duke Energy Ohio  
17 Exhibit K, subject to cross-examination of this  
18 witness who is now available for cross.

19 EXAMINER PARROT: Ms. Bojko.

20 MS. BOJKO: Thank you, your Honor.

21 - - -

22 CROSS-EXAMINATION

23 By Ms. Bojko:

24 Q. Good afternoon, Ms. Porter. I think you  
25 have been in the room so you know that my name is Kim



1 Bojko, and I represent the office of the Ohio  
2 Consumers' Counsel.

3 A. Yes.

4 Q. And you work for Duke Energy Carolinas; is  
5 that correct?

6 A. That's correct.

7 Q. And on -- in your testimony page 1,  
8 line 6, you state that Duke Energy Carolinas is an  
9 affiliate of Duke Energy Ohio; is that correct?

10 A. That is correct.

11 Q. And you are not familiar with what the  
12 exact affiliate relationship between those two  
13 entities is, are you?

14 A. No.

15 Q. And what is your current position with  
16 Duke Energy Carolinas?

17 A. A Senior Revenue Analyst.

18 Q. And did you hold that same position during  
19 September, October, and November of 2011?

20 A. Yes, I did.

21 Q. And it's my understanding that you do some  
22 work for Duke Energy Ohio in that capacity?

23 A. Yes, I do.

24 Q. And on page 2, line 3 of your testimony.  
25 Page 3, line 12 of your testimony.



1 A. Oh.

2 Q. Oh, no.

3 MS. SPILLER: I'm sorry, are we on 2 or 3?

4 Q. My eyes jumped. I apologize. Page 2,  
5 line 3, I'm sorry, you state that in your current  
6 position you maintain the contract for Duke Energy  
7 Ohio's print vendor RR Donnelley; is that correct?

8 A. That's correct.

9 Q. And RR Donnelley is an outside vendor,  
10 correct?

11 A. That's correct.

12 Q. And you don't personally observe the  
13 printing and the mailing of the bills, do you?

14 A. No, I do not.

15 Q. And basically you receive the reports of  
16 what Donnelley did; is that correct?

17 A. That's correct.

18 Q. Now, let's look at page 3, line 12. Here  
19 you state "I knew that a...pink residential  
20 disconnection notice would be inserted...." And when  
21 you say "I knew," you couldn't actually see the  
22 notice being inserted in the bill; is that correct?

23 A. That is correct.

24 MS. SPILLER: I am going to object to the  
25 extent that misstates Ms. Porter's testimony there.



1 EXAMINER PARROT: Overruled. An answer  
2 has been given. Did you need to add anything to your  
3 answer, Ms. Porter? Anything about that that was --

4 A. Based on my experience, that's the  
5 process. Disconnects are always inserted with the  
6 bill.

7 Q. I understand that. I am asking about your  
8 personal knowledge. You didn't actually see the pink  
9 notice being inserted into a bill, did you?

10 A. No, I did not.

11 Q. And you didn't actually see the bill being  
12 mailed -- you don't see them being mailed to  
13 customers; is that correct?

14 A. I do not.

15 Q. And so you would have no knowledge about  
16 whether a customer actually received either a notice  
17 or a bill.

18 A. I would not.

19 Q. On page 3, line 9 of your testimony, you  
20 stated here that you reviewed the customer's bill  
21 generated on or about October 4, 2011, and confirmed  
22 that the bill included a disconnection notice. Do  
23 you see that?

24 A. Let's see, page 3, line?

25 Q. Starting at the end of line 9.



1           A.       Line 9, okay. I looked in the CMS system  
2 and could see that a bill was generated based on that  
3 date. I knew the process, it was a disconnect bill,  
4 so a disconnect notice would go with a disconnect  
5 bill.

6           Q.       Okay. First of all, I just asked if I  
7 read that correctly.

8           A.       Yes.

9           Q.       Based on the response you just gave me you  
10 are not asserting here that you actually reviewed the  
11 Easterling October 2011 bill and confirmed that it  
12 included a disconnect notice, correct?

13          A.       I did not.

14          Q.       And so prior to filing your testimony in  
15 this case, you referred to the company's database; is  
16 that accurate?

17          A.       That's correct.

18          Q.       That's the CMS system you just referenced?

19          A.       Yes.

20          Q.       So you confirmed in 2015, four years  
21 later, not at the time the bill was actually  
22 generated, correct?

23          A.       That's correct.

24          Q.       And when did you contact the print vendor  
25 about this case?



1           A.       I'm guessing it was in the March-April  
2     time frame, whenever I was made aware. I am not sure  
3     of the exact time frame, but whenever I was made  
4     aware of the case, I reached out to the vendor to see  
5     if they had any documentation that would let me know  
6     about inserts being placed in the bills or anything  
7     like that, so that's when I had that one attachment.  
8     I received that from Donnelley.

9           Q.       That would have been March or April of  
10    this year, 2015.

11          A.       Correct.

12          Q.       Or last year, 2015.

13          A.       Yes, yes.

14          Q.       And did you ask the print vendor  
15    specifically about the Easterling account?

16          A.       No, I did not.

17          Q.       So on page 4 of your testimony, line 19,  
18    you discuss a monthly test that Donnelley does. Do  
19    you see that? And you state that the test is to show  
20    that the system is set up to print the customer's  
21    bill containing the disconnection notice, the pink  
22    disconnection notice and other bill inserts; is that  
23    correct?

24          A.       That's correct.

25          Q.       And does this report just concern mailings



1 to customers who are subject to disconnection for  
2 nonpayment?

3 A. Yes.

4 Q. And this report that is attached to your  
5 testimony is Attachment MP-1; is that correct?

6 A. Yes.

7 Q. The report is created before the bills are  
8 mailed to customers; is that correct?

9 A. Yes.

10 Q. And the report is not account specific; is  
11 that correct?

12 A. That's correct.

13 Q. And after the mailing, another report is  
14 created if there are problems; is that correct?

15 A. We would receive the e-mail of sorts from  
16 contact from the vendor to let us know.

17 Q. And is also an error log created?

18 A. If we receive notification that there were  
19 problems, then we would enter something into an error  
20 log, yes.

21 Q. So the error log is generated by Duke?

22 A. Yes.

23 Q. And an error log was created for October,  
24 2011; is that correct?

25 A. No.



1           Q.       On page 8 of your testimony, line 19, do  
2       you reference an error log on line 20 -- it's  
3       actually over to line 20, do you reference an error  
4       log?

5           A.       I did reference an error log.

6           Q.       And is that the error log we just  
7       discussed?

8           A.       Yes.

9           Q.       And you didn't attach an error log to your  
10      report, did you?

11          A.       No.

12          Q.       Or your testimony.

13          A.       No.

14               MS. BOJKO: Your Honor, at this time may I  
15      have marked as OCC exhibit -- oh, it's confidential.  
16      We will mark it OCC Exhibit L, an error log that's  
17      error and it's identified as OCC-POD-02-002A  
18      Confidential Second Supplemental Attachment.

19               EXAMINER PARROT: So marked.

20               (EXHIBIT MARKED FOR IDENTIFICATION.)

21          Q.       So you don't believe that the error log  
22      referenced in your testimony is an error log for  
23      October, 2011?

24          A.       My testimony says I did not see any  
25      entries for October of 2011.



1 Q. In an error log?

2 A. In an error log, yes.

3 Q. Okay. Okay. We are going to come back to  
4 that in a confidential section. Let's turn to MP-1,  
5 please. Okay. On MP-1 this is the report from RR  
6 Donnelley we were just talking about; is that  
7 correct?

8 A. Yes.

9 Q. And the MP-1 has a date at the bottom  
10 September 30, 2011; is that correct?

11 A. That's correct.

12 Q. And that's when the report was generated;  
13 is that correct?

14 A. That's correct.

15 Q. And that's prior to the October bill  
16 cycle; is that correct?

17 A. That's correct.

18 Q. And this report is labeled "1Run-Level  
19 Component Report"; is that correct?

20 A. Correct.

21 Q. And it shows that Duke is the client and  
22 that the project is Duke Ohio Disconnects, correct?

23 A. Correct.

24 Q. And after the order number it shows that  
25 the report ran on September 30, 2011, at exactly



1 11:11:17.

2 A. Yes.

3 Q. And the "stockcode" on this report refers  
4 to the type of paper that is used?

5 A. It's a random code that Donnelley would  
6 assign to different pieces of stock, so it has no  
7 bearing on paper, color, weight, anything like that.

8 Q. But it does actually reference a piece of  
9 paper.

10 A. It does.

11 Q. Paper stock.

12 A. Yes, it's bill stock, yes.

13 Q. And the "count" is the number generated;  
14 is that correct?

15 A. Yes.

16 Q. And "OOMES" is an outside mail envelope;  
17 is that correct?

18 A. That's correct.

19 Q. So by this report it appears that there  
20 were 6,020 outside mail envelopes; is that correct?

21 A. Correct.

22 Q. And this means there were 6,020  
23 disconnection customers that were getting this  
24 mailing; is that correct?

25 A. That's correct.



1           Q.       And would this be for all residential  
2 customers receiving disconnection notices in October,  
3 2011?

4           A.       For the date they ran this test run. It  
5 wasn't for all of October, but it was a test run for  
6 a single-day simulation of what would go out.

7           Q.       So it would be all disconnection notices  
8 for any customer that was about to receive an October  
9 bill in the early bill cycle; is that fair?

10          A.       Yes, yes.

11          Q.       And the description on the envelope here  
12 is "Holiday Train OME." And that means that it was a  
13 special envelope advertising a holiday train; is that  
14 correct?

15          A.       That's correct.

16          Q.       And below that is a category labeled  
17 "0Inserts." Do you see that?

18          A.       Yes.

19          Q.       These were the inserts that were put in  
20 the special train envelopes; is that correct?

21          A.       That's correct.

22                 MS. BOJKO: I believe we are on letter N,  
23 your Honor. At this time can I have marked as OCC  
24 Exhibit N, a collection of documents that we will  
25 call "bill inserts."



1 EXAMINER PARROT: Okay. So marked.

2 (EXHIBIT MARKED FOR IDENTIFICATION.)

3 MS. BOJKO: May I approach?

4 EXAMINER PARROT: You may.

5 (Off the record.)

6 EXAMINER PARROT: Go ahead.

7 Q. (By Ms. Bojko) Ms. Porter, do you have in  
8 front of you what's been marked as OCC Exhibit N?

9 A. Yes.

10 Q. I would like to walk through the inserts  
11 that are listed on MP-1 in connection with the OCC  
12 Exhibit N if that's okay.

13 A. That's fine.

14 Q. OCC Exhibit N, the first couple of pages  
15 that would be present in a bill would be the  
16 customer's bill insert or their actual bill; is that  
17 correct?

18 A. That's correct.

19 Q. And that would be on bill stock?

20 A. That's correct.

21 Q. And then under "Inserts" on MP-1, it lists  
22 a disconnect remit. Do you see that?

23 A. Yes, I do.

24 Q. And that's a disconnect remit envelope to  
25 mail back a customer's payment; is that correct?



1           A.       That's correct.

2           Q.       And not all customers receive one of those  
3 because the way their account is set up; is that  
4 correct?

5           A.       That's correct.

6           Q.       And is it your understanding that the  
7 Easterlings did not have electronic billing so that  
8 they would have received a mail -- remit envelope?

9           A.       That's my understanding, yes.

10          Q.       And the second insert listed on MP-1 is a  
11 winter heating bill assistance document. Do you see  
12 that?

13          A.       Yes, I do.

14          Q.       And that was attached to your testimony as  
15 MP-3; is that correct?

16          A.       That's correct.

17          Q.       And that is also contained in -- I set it  
18 up as the envelope, but that is also contained in the  
19 packet of OCC Exhibit N; is that correct?

20          A.       Uh-huh, yes.

21          Q.       And that's a two-page winter heating bill  
22 assistance insert?

23          A.       It's a front and back. You have it as two  
24 pages but it's front and back, a small front and  
25 back. It's an insert.



1           Q.       And then also listed is a gas customer  
2 choice document. Is that gas customer choice  
3 document, is that in the packet as well?

4           A.       Yes, it is.

5           Q.       And that, as well, would be a two-sided  
6 insert into the bill?

7           A.       Yes, it would, yes.

8           Q.       And from MP-1, did 5,947 customers receive  
9 that gas customer choice insert?

10          A.       Yes.

11          Q.       And going back to the winter heating  
12 billing assistance, did 5,979 customers receive that  
13 bill insert?

14          A.       Yes.

15          Q.       The next insert listed on MP-1 is labeled  
16 "Holiday Train". Do you see that?

17          A.       Yes, I do.

18          Q.       And this is an advertisement or promotion  
19 for a holiday train exhibit at the museum; is that  
20 correct?

21          A.       That's correct.

22          Q.       And that holiday train was sent to all of  
23 the customers receiving an envelope on this  
24 distribution which was 6,20; is that correct?

25          A.       That's correct.



1 Q. And is that holiday train also included in  
2 the packet that I provided to you as OCC Exhibit N?

3 A. Yes, it is.

4 Q. And is it also a front- and back-sided  
5 document?

6 A. Yes, it is.

7 Q. And then lastly, it states on the inserts  
8 that there was a Duke pink Ohio residential  
9 disconnection form; is that correct?

10 A. That's correct.

11 Q. And that form was sent to all customers,  
12 6,020; is that correct?

13 A. That's correct.

14 Q. All disconnection customers, I should say,  
15 that are receiving these disconnection inserts and  
16 bills; is that correct?

17 A. That's correct.

18 Q. And that, as well, is also included in the  
19 packet?

20 A. That's correct.

21 Q. And the packet, if you could look at the  
22 last page of the packet, this was also included as  
23 part of your testimony; is that correct?

24 A. That's correct.

25 Q. And, in fact, the one that I've copied is



1 the actual one that you attached to your testimony  
2 labeled Attachment MP-2; is that correct?

3 A. That's correct.

4 Q. And this appears -- this is a pamphlet, so  
5 the document would contain two pamphlets; is that  
6 correct? It's one document but would contain two  
7 pamphlets?

8 A. Yes, yes, because they print them two  
9 side-by-side and they will cut them in the fold, so  
10 yes.

11 Q. And is this the accurate size of the  
12 pamphlet?

13 A. Yes. Uh-huh.

14 MS. SPILLER: I am sorry, is what the  
15 accurate size?

16 MS. BOJKO: Is the document she produced  
17 as MP-2 the accurate size.

18 A. I think it's smaller on the print. This  
19 is actually the size of it.

20 Q. So this is your understanding, what's been  
21 marked as Duke Exhibit D for the record, this is your  
22 understanding of what the pink disconnection notice  
23 looks like?

24 A. Yes, yes.

25 Q. So it's not exactly the same as the



1 document you produced.

2 A. Verbiage-wise, yes. Size-wise it's  
3 probably smaller for whatever reason. It's a PDF, I  
4 guess.

5 Q. Okay. Thank you.

6 A. Uh-huh.

7 Q. And it's your understanding that this  
8 insert was sent to all of the customers, 6,020, that  
9 received this billing and this insert packet?

10 A. Yes.

11 Q. And this is a generic pamphlet regarding  
12 disconnection of service; is that correct?

13 A. I'm not familiar with the content. I know  
14 the insert has to go in with these bills, but I am  
15 not the expert on the content of the insert.

16 Q. Well, it's not specifically addressed to a  
17 particular customer or address; is that correct?

18 A. That's correct.

19 Q. And then if we look at page 3 of your  
20 Attachment MP-1, page 3 of your attachment is a list  
21 of how the bill and all the inserts are assembled; is  
22 that correct?

23 A. That's correct.

24 Q. So this actually lists the order that the  
25 bill and the inserts will be placed in a customer's



1 envelope; is that correct?

2 A. Correct. It's how the inserter is set up  
3 with its feeder pockets, so yes, as it would go down  
4 the line, it would pick up the next one if the  
5 customer was supposed to get it, correct.

6 Q. So as I understand -- well, let's back up.  
7 On this sheet it doesn't list the actual bills that  
8 get placed in the envelope, does it?

9 A. No. It does not because the -- they feed  
10 in differently and then they -- they get folded, they  
11 are put in the outer mailing envelope, and then the  
12 other things stack in there, too, so.

13 Q. Okay. So it's fair to say that the bill  
14 would be placed in the envelope first and then we  
15 would add to it the bill inserts.

16 A. Correct.

17 Q. And I believe if you review OCC Exhibit N,  
18 this is the exact order that the bill inserts were  
19 put into the disconnection bill envelopes; is that  
20 correct?

21 A. Yes.

22 MS. SPILLER: I'm sorry. Are you  
23 contending the order that you've shown in N aligns  
24 with MP-1, page 2 of 3?

25 MS. BOJKO: It certainly does.



1 MS. SPILLER: Page 2 of 3?

2 MS. BOJKO: No. Page 3 of 3, which is  
3 what we have been discussing.

4 MS. SPILLER: Thank you.

5 Q. (By Ms. Bojko) Just so the record is  
6 clear, page 3 of attachment MP-1 is the actual order  
7 that the bill inserts are placed in the envelope; is  
8 that right?

9 A. Yes, that's correct.

10 Q. Okay. And except, also in addition to  
11 what's listed on MP-1, page 3 of 3, is the actual  
12 bill that a customer would receive; is that fair?

13 A. That's correct, uh-huh.

14 Q. Now, I want to go through the actual  
15 documents and make sure that we have the documents as  
16 they would appear in the actual envelope, okay?

17 A. Okay.

18 Q. So the bill would be two-sided and would  
19 consist of three pages; is that correct?

20 A. No. It would be two pages.

21 Q. Oh, I am sorry, two pages, because one  
22 page is double-sided.

23 A. Correct.

24 Q. Thank you. And then the -- the actual gas  
25 choice information would also be double-sided?



1           A.       Right.

2           Q.       And that would be reduced in size, it  
3 would be a smaller document; is that correct?

4           A.       Correct.

5           Q.       Let's look at it. So this is what the  
6 bill would actually look like, would be two-sided and  
7 the second page.

8                   MS. SPILLER: I am going to object to the  
9 extent you are suggesting that the bill is 8-1/2 by  
10 11.

11          Q.       Would the bill be slightly smaller than  
12 this?

13          A.       Yes.

14          Q.       But it looks like the bill goes pretty far  
15 out on the margins?

16          A.       7 by 11.

17          Q.       7 by 11, thank you. So we have an  
18 envelope. Would it have appeared to have had an  
19 envelope with a holiday train on it which would have  
20 been different than the regular Duke envelope; is  
21 that correct?

22                   MS. SPILLER: And, your Honor, if I could  
23 see what Counsel is showing to the witness.

24          Q.       I am just holding up an envelope with a  
25 picture of a train on it. Is this similar to what



1 your understanding is?

2 A. Smaller envelope, but it would be a Duke  
3 envelope with the train information on the back.

4 Q. Okay.

5 MS. SPILLER: Your Honor, I am going to  
6 object to the improper reference. This is a business  
7 envelope. There has been no foundation that envelope  
8 was sent out by the company.

9 MS. BOJKO: Your Honor, we asked for the  
10 exact bills and bill inserts that the -- were  
11 produced to -- were contained with Ms. Porter's  
12 testimony which are referenced and how they are put  
13 in an envelope and we received some information  
14 attached to her testimony. We've received some  
15 information in supplemental discovery responses.  
16 We've never received the actual envelope.

17 So now, Counsel is testifying. If the  
18 witness wants to explain that it may be different  
19 than what we have because we weren't provided it by  
20 the company, then that's for the witness to explain.

21 MS. SPILLER: Well, your Honor --

22 MS. BOJKO: I have nothing else to go on.

23 EXAMINER PARROT: You are not offering  
24 that as an exhibit, are you?

25 MS. BOJKO: I am not.



1 EXAMINER PARROT: So you are going to need  
2 to describe it anyway, so let's try to ask the  
3 question, the actual envelope, and go about it that  
4 way, so the record is clear anyway.

5 MS. BOJKO: Thank you. We are trying to  
6 do it the best we can from the information we have.

7 Q. So now you've said that the bill --

8 EXAMINER PARROT: I appreciate that, but I  
9 think we need to describe it better.

10 MS. BOJKO: Thank you.

11 Q. That the bill is actually a little smaller  
12 than an 8-1/2 by 11 paper, so it would be a two-page,  
13 and it would also be a little thicker card stock?

14 A. Possibly.

15 Q. And that would be folded, trifolded, and  
16 put into an envelope; is that correct?

17 A. That's correct.

18 Q. Okay. And so, the envelope from Counsel's  
19 representation, the bill -- Duke bill envelope would  
20 be slightly smaller than a business envelope?

21 A. That's correct.

22 Q. Okay. And you can agree with me there  
23 would have been a train on the envelope because it  
24 was a special holiday envelope?

25 A. That's correct.



1           Q.       Okay. And the bill goes first in the  
2 envelope; is that correct?

3           A.       That's correct.

4           Q.       And then next in the envelope you've  
5 agreed with me that there was a gas choice bill  
6 insert that is double-sided and it is smaller than  
7 what has been produced in discovery; is that correct?

8           A.       That's correct.

9           Q.       And it appears, as it does on the Exhibit  
10 OCC N that you have, which is it has a red customer  
11 list at the top and red Duke Energy -- Duke Energy  
12 logo; is that correct?

13          A.       That's correct.

14          Q.       And would it be approximately the size of  
15 the document, the insert that is produced on  
16 POD-01-009?

17          A.       They are all relatively the same size. We  
18 call them "bug slips." They are usually all about  
19 the same size, so it might be a little bigger than  
20 that actual, but they are all this size.

21                 MS. BOJKO: Okay. So let the record  
22 reflect, your Honor, that the witness has indicated  
23 that the gas customer choice program bill insert  
24 would be a little larger, so relatively the same size  
25 as the Ohio residential disconnection notice which is



1 Duke Exhibit D.

2 Q. So they would be comparable in size,  
3 correct?

4 MS. SPILLER: I am going to object. This  
5 misstates her testimony. She just said they are  
6 relatively the same size, might be a little bigger,  
7 but you have now conclusively suggested that it was.

8 MS. BOJKO: I don't know what the  
9 objection is. I think she was saying it was a little  
10 bigger than what's produced on POD-01-009. But the  
11 "little bigger" makes it comparable is the word I  
12 used, but similar, if you want to use that word, to  
13 what's been previously marked as Duke Exhibit D which  
14 is the Ohio residential disconnection notice  
15 pamphlet.

16 EXAMINER PARROT: Okay.

17 Q. Is that fair?

18 A. Yes, that's fair.

19 Q. Ms. Porter?

20 A. That's fair.

21 Q. So then -- so next the customer choice  
22 information would have been inserted in the holiday  
23 train envelope behind the bill; is that correct?

24 A. That's correct.

25 Q. And then next we have what's been



1 identified as OCC-02-002 Supplemental Attachment  
2 which is the holiday train bill insert; is that  
3 correct?

4 A. That's correct.

5 Q. And that would also appear smaller than  
6 the full size 8-1/2 by 11 picture; is that correct?

7 A. That's correct.

8 Q. And would this have been a harder card  
9 stock like a ticket since it's tickets?

10 A. No, it would not.

11 Q. It's the same card stock as all the other  
12 bill inserts?

13 A. Yes.

14 Q. Okay. So that would also be a size  
15 comparable to the residential disconnection notice;  
16 is that fair?

17 A. That's correct, that's correct.

18 Q. So that would have been inserted into the  
19 envelope as well?

20 A. Yes.

21 Q. Then next on the list is the winter  
22 heating bill assistance flier; is that correct?

23 A. That's correct.

24 Q. Okay. And this document appears to be the  
25 full height of an 8-1/2 by 11 piece of paper and this



1 is referenced on Attachment MP-3, but it appears to  
2 be a little narrower, so would it be the size that's  
3 represented on that?

4 A. It would be this size.

5 Q. So it would also be the smaller size of  
6 the disconnection notice.

7 A. Yes.

8 Q. And it would be a two-sided document  
9 that's smaller than --

10 A. That's correct.

11 Q. More comparable to the disconnection  
12 notice?

13 A. That's correct.

14 Q. Okay.

15 EXAMINER PARROT: Which again is Duke  
16 Exhibit D you are referring to?

17 MS. BOJKO: Sorry.

18 Q. So it would be the same size -- it would  
19 be comparable to Duke Exhibit D. So that would have  
20 also been -- that would slide into the envelope like  
21 this; is that correct?

22 A. Correct.

23 MS. SPILLER: Well, your Honor, the  
24 demonstration, I am just going to object at this  
25 point, that insert doesn't even fit in your envelope.



1 MS. BOJKO: Well, we'll make it the exact,  
2 same size, your Honor.

3 MS. SPILLER: It was two-sided and it has  
4 now been folded four times.

5 MS. BOJKO: Well, it's two-sided. Where  
6 are my scissors? I had scissors yesterday.

7 Q. (By Ms. Bojko) And this gets inserted into  
8 the envelope then?

9 A. Yes.

10 Q. Okay. And then it has the disconnect  
11 remit envelope. So it would be an extra envelope  
12 stuck into the other envelope.

13 A. Correct.

14 Q. And it would be the same size or a little  
15 bit smaller, I am assuming, than the actual envelope  
16 that would have been sent to the customer; is that  
17 correct?

18 A. That's correct.

19 Q. So it's not the same size as a business  
20 envelope; it's slightly smaller?

21 A. Smaller than the outer mailing envelope,  
22 so it fits inside of it.

23 Q. Okay. And that would have been also  
24 inserted into the holiday train envelope; is that  
25 correct?



1           A.       That's correct.

2           Q.       Okay. So the customer would have received  
3 two pages of a bill, and one, two, three, four --  
4 oops, we forgot the last one, and then the last one  
5 that is inserted is the Duke pink pamphlet, so it's a  
6 two-page folded document and that's Duke Exhibit D,  
7 that would have also been added to the holiday train  
8 envelope; is that correct?

9           A.       That's correct.

10          Q.       Okay. So my calculation we have -- we  
11 have a bill insert that is two pages, we have a gas  
12 customer choice that's double-sided so that's one  
13 page, a holiday train insert that's one page, a  
14 winter heating bill assistance that's one page, a  
15 disconnect remit envelope, and then we also have a  
16 two-page disconnect pamphlet; is that correct?

17          A.       Yes.

18          Q.       So there's two, four, five, six, seven,  
19 eight pages of documents plus a remit envelope in the  
20 one envelope that has the holiday train that's sent  
21 to the customer?

22          A.       That's correct.

23          Q.       And, again, the side of the holiday  
24 train -- the outside of the envelope would have had  
25 an advertisement for a holiday train for the museum?



1           A.           It would be on the back. The front would  
2 be like a normal Duke Energy bill -- or envelope I  
3 should say.

4           Q.           Okay. But you would be able to see a  
5 train that looked like an advertisement on the  
6 envelope?

7           A.           Yes.

8                       MS. SPILLER: I am going to object to the  
9 relevance here.

10                      EXAMINER PARROT: Overruled.

11           Q.           And that envelope with the holiday train  
12 on it is different than what a customer would  
13 typically receive from Duke; is that correct?

14           A.           Correct. Because it's a special envelope  
15 we use during the October-November time frame.

16           Q.           And just for clarity, the "sheets" listed  
17 on Attachment MP-1, page 3 of 3, sheets would be  
18 the -- the calculation of -- no, it wouldn't be.  
19 What is "sheets" referring to on this page?

20           A.           That should be the -- oh, that's the  
21 sheets of paper. That's the bill pages.

22           Q.           Just the bill pages.

23           A.           Yes.

24           Q.           Because it doesn't add up. It wouldn't be  
25 all the sheets of paper.



1           A.       Right.

2           MS. BOJKO: Your Honor, at this time I  
3 have no more questions. I would like to go into a  
4 confidential session regarding the one document.

5           EXAMINER PARROT: Okay.

6           MS. SPILLER: Could we have a moment,  
7 please, your Honor?

8           MR. LANE: I actually have one question.

9           EXAMINER PARROT: Okay. I was going to  
10 say I was going to finish up with this round before  
11 we -- you did say you had a question, so go ahead,  
12 Mr. Lane.

13          MR. LANE: I did.

14                               - - -

15                               CROSS-EXAMINATION

16 By Mr. Lane:

17          Q.       All right. Ms. Porter, I didn't formally  
18 introduce myself. I am Don Lane representing the  
19 Complainant Jeffrey Pitzer. Part of your testimony  
20 discusses a 10-day notice letter also; is that  
21 correct?

22          A.       Yes.

23          Q.       Has anyone at any time ever shown you a  
24 10-day notice letter with the address of the property  
25 here, I always forget it, 11312 Orchard Street?



1           A.       No.

2                   MR. LANE:  Thank you.  That's all the  
3 questions I have.

4                   EXAMINER PARROT:  All right.  You said you  
5 needed a moment, right?

6                   MS. SPILLER:  Yes, please, your Honor.

7                   EXAMINER PARROT:  Okay.

8                   (Discussion off the record.)

9                   EXAMINER PARROT:  Let's go back on the  
10 record.  Any redirect for the public session?

11                   MS. SPILLER:  Yes, your Honor, briefly.

12                               - - -

13                               REDIRECT EXAMINATION

14 By Ms. Spiller:

15           Q.       Ms. Porter, you were asked questions by  
16 Ms. Bojko about the holiday train outside mail  
17 envelope.  Do you recall --

18           A.       Yes.

19           Q.       -- the questions?  Was the October, 2011,  
20 mailing the first time that Duke Energy had used that  
21 holiday train outside mail envelope?

22           A.       No.  It used it in 2010 for two months.

23           Q.       Okay.  And the front side of that outside  
24 mail envelope used for the October, 2011, mailing,  
25 what did that look like?



1           A.       It looked the same as any other month. We  
2 only changed the backside.

3                   MS. BOJKO: I'm sorry. Could I -- I  
4 didn't hear her. Could I have that answer reread?

5                   (Record read.)

6           Q.       And was the information on the backside in  
7 color?

8           A.       No, it was not. It was a black-and-white  
9 train.

10          Q.       And the order you were asked about, the  
11 order of the inserts on page 3 of 3 of MP-1. Do you  
12 recall that --

13          A.       Yes.

14          Q.       -- with Ms. Bojko? According to this  
15 document, the pink bill insert is the last insert in  
16 that envelope?

17          A.       That's correct.

18          Q.       So if one were to turn the envelope over  
19 and open it, what would they first see?

20          A.       The pink disconnect.

21                   MS. SPILLER: Thank you. Nothing further,  
22 your Honor.

23                   EXAMINER PARROT: Ms. Bojko, any recross?

24                               - - -

25



1                   RECROSS-EXAMINATION

2       By Ms. Bojko:

3           Q.       Does a customer always turn the envelope  
4       over to open it? Or can they open it from the front?

5           A.       I suppose somebody --

6           Q.       I mean, could you open an envelope with a  
7       letter cutter, for instance; is that correct?

8           A.       That's correct.

9           Q.       And could you also tear the side of the  
10      envelope; is that correct?

11          A.       Yeah, true.

12          Q.       And could you stick your finger in the  
13      back and try to open an envelope?

14          A.       You could.

15          Q.       And let's talk about that holiday train  
16      insert for one moment. Does the insert say the  
17      trains have a new home?

18                 MS. SPILLER: Objection, your Honor. This  
19      is outside the scope of redirect examination. There  
20      were no questions about the insert.

21                 MS. BOJKO: Actually, it's directly  
22      related. Duke's counsel asked about how the holiday  
23      envelopes will be produced before and that this had  
24      occurred before, so I am asking if the insert had  
25      occurred before.



1 EXAMINER PARROT: Ask that question then.

2 I'm good with that.

3 Q. (By Ms. Bojko) So this particular insert  
4 had not been provided in previous Duke mailings  
5 because the trains hadn't actually moved locations;  
6 is that correct?

7 A. I don't know about the content of it to  
8 say that, but I know that it started in 2010, so I'm  
9 not sure if they used the same verbiage again, but  
10 the first time we moved the train -- I mean, it might  
11 be telling them again it has a new home. I am not  
12 sure of the content of it.

13 Q. Okay. So you are not -- you didn't go  
14 back and review prior holiday envelopes and bill  
15 inserts to review what had or had not been used in  
16 the past; is that correct?

17 A. Correct. I just know the train, when the  
18 train moved, it was a big deal and we had to do it  
19 for so many years, so I am aware it started in 2010.

20 MS. BOJKO: Okay. Thanks. No further  
21 questions.

22 EXAMINER PARROT: Mr. Lane?

23 MR. LANE: Nothing further.

24 EXAMINER PARROT: Okay. Go off the record  
25 just for a second.



1 (Discussion off the record.)

2 EXAMINER PARROT: Okay. Let's go back on  
3 the record. We are entering a confidential section  
4 again.

5 (CONFIDENTIAL PORTION EXCERPTED.)  
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(OPEN RECORD.)

EXAMINER PARROT: And I believe  
Ms. Spiller has moved for the admission of Duke  
Exhibit K. Are there any objections to that?

All right. Hearing none, Duke Exhibit K  
is admitted.

(EXHIBIT ADMITTED INTO EVIDENCE.)



1 EXAMINER PARROT: Thank you very much.  
2 Appreciate your time today.

3 All right. Ms. Bojko.

4 MS. BOJKO: Yes, your Honor, thank you. I  
5 would like to move the admission of Exhibit L and N.

6 EXAMINER PARROT: Okay. Are there any  
7 objections to the admission of OCC Exhibit L or N?

8 MS. SPILLER: Yes, your Honor. In respect  
9 of OCC Exhibit L, we would move -- we would oppose  
10 the introduction of this document into evidence as  
11 irrelevant. As the -- as the Bench just clarified  
12 with Ms. Porter, this document was maintained for  
13 specific purposes, and the items reflected on this  
14 particular document have no bearing whatsoever to the  
15 actual mailing in that there were no -- no errors  
16 noted in respect of mailings that occurred in 2011.  
17 So the information here, we believe, is irrelevant to  
18 the issues in the case.

19 EXAMINER PARROT: Ms. Bojko, response?

20 MS. BOJKO: Your Honor, I actually think  
21 that Counsel mischaracterized the record and the  
22 Attorney Examiner's questions. There's been  
23 testimony regarding whether it affected print jobs  
24 but the error log also reflects information about  
25 customer accounts and other issues that are very



1 relevant to the time frame that was put before us,  
2 both a reference to a customer in good standing as  
3 well as a 294 that talks about all DNPs being  
4 suspended during that time period. Those are --  
5 those are issues for the Court to decide.

6 EXAMINER PARROT: I agree. I will admit  
7 OCC Exhibit L and allow the Commission to decide its  
8 weight, and also we will admit OCC Exhibit N as well.

9 (EXHIBITS ADMITTED INTO EVIDENCE.)

10 MS. BOJKO: Thank you. Go off the record.

11 EXAMINER PARROT: Let's go back on the  
12 record.

13 At this point let's break for lunch. We  
14 will reconvene at 2 o'clock.

15 (Thereupon, at 1:10 p.m., a lunch recess  
16 was taken until 2:00 p.m.)

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1 Tuesday Afternoon Session,  
2 February 2, 2016.

3 - - -

4 EXAMINER PARROT: Let's go back on the  
5 record.

6 All right. Mr. McMahon.

7 MR. McMAHON: Thank you, your Honor. At  
8 this time Duke Energy Ohio would call Mitchell  
9 Carmosino to the stand, please.

10 (Witness sworn.)

11 EXAMINER PARROT: Please have a seat.

12 - - -

13 MITCHELL A. CARMOSINO  
14 being first duly sworn, as prescribed by law, was  
15 examined and testified as follows:

16 DIRECT EXAMINATION

17 By Mr. McMahon:

18 Q. Could you please state your name for the  
19 record.

20 A. Mitchell A. Carmosino.

21 Q. And, Mr. Carmosino, who are you employed  
22 by?

23 A. Duke Energy Business Services.

24 MR. McMAHON: Your Honor, may I approach?

25 EXAMINER PARROT: You may.



1 MR. McMAHON: Your Honor, we have both the  
2 public and the confidential version of  
3 Mr. Carmosino's testimony. Would you like us to mark  
4 these as Exhibit L and L1?

5 EXAMINER PARROT: Let's just stick --

6 MR. McMAHON: L and M?

7 EXAMINER PARROT: Stick with what we have  
8 been doing.

9 MR. McMAHON: So for the record, the  
10 public version will be Exhibit L, and the  
11 confidential version will be Exhibit M.

12 EXAMINER PARROT: All right. So marked.  
13 (EXHIBITS MARKED FOR IDENTIFICATION.)

14 MR. LANE: Was the public L and the  
15 confidential M or the other way around?

16 MR. McMAHON: Yes.

17 MR. LANE: Okay.

18 MR. McMAHON: And for the record, your  
19 Honor, the public version, Duke Energy Ohio  
20 Exhibit L, is consistent with the -- yesterday when  
21 the company withdrew some confidentiality issues with  
22 respect to Mr. Carmosino's previously filed direct  
23 testimony.

24 EXAMINER PARROT: Okay. Thank you.

25 Q. (By Mr. McMahon) Mr. Carmosino, in front



1 of you is Duke Energy Exhibit L and Duke Energy Ohio  
2 Exhibit M. Do you see those?

3 A. Yes.

4 Q. Duke Energy Ohio Exhibit L is the public  
5 version of your direct testimony in this case,  
6 correct?

7 A. Yes. Well, mine is not marked "L," just  
8 so you know.

9 Q. Okay.

10 A. I have it.

11 Q. That was filed with the Commission on  
12 December 30, 2015?

13 A. Yes.

14 Q. And the document in front of you, your  
15 confidential direct testimony, is noted as Duke  
16 Energy Ohio Exhibit M?

17 A. Yes.

18 Q. And, again, that's the confidential  
19 version of your direct testimony filed with the  
20 Commission on December 30, 2015?

21 A. Yes.

22 MR. McMAHON: I apologize, your Honor. We  
23 just realized the version we printed off, trying to  
24 get back over here quickly, doesn't have the exhibits  
25 attached.



1 MS. BOJKO: And, your Honor, just so the  
2 record is clear, this isn't as filed on December 30,  
3 right? It has some modifications with regard to  
4 redaction?

5 MR. McMAHON: Yes. We withdrew the  
6 confidentiality provisions we referenced yesterday.

7 MS. BOJKO: Thank you.

8 MR. McMAHON: If you would like, your  
9 Honor, I can note those for the record now if that  
10 helps?

11 EXAMINER PARROT: Let's go off the record  
12 and talk about this.

13 (Discussion off the record.)

14 EXAMINER PARROT: Let's go back on the  
15 record. Go ahead.

16 Q. (By Mr. McMahon) Mr. Carmosino, you have  
17 your public version of your testimony in front of  
18 you, Duke Energy Ohio Exhibit L?

19 A. Yes.

20 Q. Just to clarify what happened yesterday,  
21 if you turn to page 4, line 6 and 7, the confidential  
22 designations, excuse me, that were in your original  
23 publicly -- public version of your testimony have  
24 been removed there, correct?

25 A. Yes.



1 Q. And similarly, on page 5, line 21, the  
2 last three words, and then line 22, those  
3 designations have been removed as confidential also,  
4 correct?

5 A. Yes.

6 Q. Now, if I were to ask you the questions  
7 set forth in your direct testimony today, would your  
8 answers be the same?

9 A. Yes.

10 Q. Except for the two versions of the  
11 confidential that have been removed?

12 A. That's correct.

13 MR. McMAHON: Your Honor, at this time  
14 Duke Energy Ohio would move for the admission of  
15 Exhibit L, subject to cross-examination, and tender  
16 Mr. Carmosino for cross-examination.

17 EXAMINER PARROT: Okay. Preference in  
18 terms of who is going first?

19 MS. BOJKO: Yes. I am, your Honor.

20 EXAMINER PARROT: Okay. Ms. Bojko.

21 MS. BOJKO: Thank you.

22 - - -

23 CROSS-EXAMINATION

24 By Ms. Bojko:

25 Q. Good afternoon, Mr. Carmosino.



1 A. Good afternoon.

2 Q. It's nice to finally put a face with the  
3 voice.

4 A. Likewise.

5 Q. You are employed, you stated, by Duke  
6 Energy Business Services; is that correct?

7 A. Yes.

8 Q. And Duke Energy Business Services is an  
9 affiliate of Duke Energy Ohio?

10 A. Yes.

11 Q. And so you actually perform services for  
12 Duke Energy Ohio; is that correct?

13 A. Yes.

14 Q. Do you perform services for other  
15 affiliates of Duke Energy business services?

16 A. I do.

17 Q. And those would be other distribution  
18 companies similar to Duke Energy Ohio?

19 A. Yes.

20 Q. And what is your current position with  
21 Duke Energy Business Services?

22 A. I am a manager of residential operations.

23 Q. And are you testifying as an expert  
24 witness in this proceeding?

25 A. Yes.



1 Q. And in 2011, you were a senior business  
2 operations analyst in the accounts receivable system  
3 and processes department?

4 A. Yes.

5 Q. And that -- and this -- is this the  
6 position you would have held during September,  
7 October, and November of 2011?

8 A. Yes.

9 Q. So you did not hold the same position that  
10 you hold today back in September, October, and  
11 November of 2011, correct?

12 A. That is correct.

13 Q. And you are familiar with the Commission's  
14 disconnection rules in Chapter 4901:1-18?

15 A. Yes.

16 Q. And is it fair to say that as a part of  
17 your job responsibilities, you must understand the  
18 application of the Commission's regulations?

19 A. Yes.

20 Q. And do you consider yourself an expert  
21 regarding the Commission's regulations regarding  
22 disconnection for nonpayment of services?

23 A. Yes.

24 Q. And just to be clear here today, you are  
25 not an attorney or testifying as an attorney; is that



1 correct?

2 A. That is correct.

3 Q. So in your testimony when you cite to  
4 Commission regulations, you don't -- you are not  
5 giving a legal opinion regarding the Commission's  
6 rules; is that correct?

7 A. Correct.

8 Q. And it's your understanding that the  
9 definition of "arrearages" is contained in the  
10 Commission's rules; is that correct?

11 A. "Arrearages" is in the Commission rules,  
12 yes.

13 Q. And do you believe that the definition of  
14 "arrearages" is past due balance?

15 A. In the Commission rules?

16 Q. Yes.

17 A. As I sit here today, I do not.

18 Q. And you stated as you sit here today,  
19 because your of response today, are you asserting  
20 that it's different than a response you might have  
21 provided in the deposition?

22 MR. McMAHON: Objection.

23 A. I think that --

24 MR. McMAHON: Mischaracterizing his  
25 testimony.



1 MS. BOJKO: I was asking his modification  
2 or explanation of his answer.

3 EXAMINER PARROT: Overruled.

4 A. I think that when I first answered the  
5 question, I was thinking of the word as I would  
6 necessarily define it, not as it was defined in the  
7 regulations.

8 Q. And just so the record is clear,  
9 Mr. Carmosino, you were deposed in this proceeding on  
10 January 8, 2016; is that correct?

11 A. I believe that is the date, yes.

12 Q. And during that deposition, you were sworn  
13 in and you had swore to tell the truth; is that  
14 correct?

15 A. That is correct --

16 Q. And at that time you believed that  
17 arrearages --

18 MR. McMAHON: -- objection, your Honor.  
19 If Ms. Bojko is trying to impeach the witness, she  
20 needs to hand him a copy of his deposition and not  
21 just do it from her seat.

22 MS. BOJKO: Actually, I was trying to lay  
23 foundation to do just that, your Honor.

24 EXAMINER PARROT: If you have it, let's go  
25 ahead and provide it to him at this point.



1 MS. BOJKO: May I approach, your Honor?

2 EXAMINER PARROT: You may.

3 MR. McMAHON: You are not marking it as an  
4 exhibit, are you?

5 MS. BOJKO: No.

6 MR. McMAHON: Okay.

7 Q. (By Ms. Bojko) Mr. Carmosino, do you have  
8 in front of you a copy of a transcript of a  
9 deposition taken of you on January 8, 2016?

10 A. Yes.

11 Q. And if you could turn to page 36 of that  
12 deposition. And on line 2, the question: "And could  
13 you tell me what you believe the definition of  
14 arrearages is?"

15 "Answer: Past due balance."

16 "Question: And that's how you believe the  
17 Commission describes it in its rules?"

18 "Answer: I believe that's my  
19 interpretation of the rule, yes." Is that -- did I  
20 read that correctly?

21 A. You read it correctly, yes.

22 MS. BOJKO: Your Honor, at this time I  
23 would like to mark as OCC Exhibit O, a copy of the  
24 Administrative Rule 4901:1-18-01. May I approach?

25 EXAMINER PARROT: You may.



1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 Q. Sir, do you have in front of you what's  
3 been marked as OCC Exhibit O?

4 A. Yes.

5 Q. And is it a copy of the Commission's  
6 4901:1-18-01?

7 A. Yes.

8 MR. McMAHON: Your Honor, for the record,  
9 this is a copy of that Administrative Code section  
10 effective 4/15/2015.

11 EXAMINER PARROT: Noted.

12 MR. McMAHON: Thank you.

13 Q. Mr. Carmosino, you are aware, aren't you,  
14 that some of the Commission's numbers or letters for  
15 particular code sections have changed since 2011,  
16 aren't you?

17 A. That's my understanding, yes.

18 Q. And it's also your understanding, sir,  
19 that the substance of the rules has -- is the same  
20 from 2011 as it is today?

21 MR. McMAHON: Objection. Vague,  
22 ambiguous. Any particular rule? All rules?

23 MS. BOJKO: I'll narrow my question to  
24 Chapter 18, your Honor.

25 EXAMINER PARROT: All right. You may



1 answer.

2 MR. McMAHON: Same objection, your Honor.

3 EXAMINER PARROT: Overruled. You can  
4 answer to the extent you are able to.

5 A. Can you repeat the question?

6 Q. Sure. I'll rephrase since I narrowed it.

7 With regard to Chapter 4901:1-18,  
8 you're -- it's your understanding that although some  
9 letters and numbers of the Commission's rules have  
10 changed since 2011, that the substance of the chapter  
11 has remained intact; is that correct?

12 A. Yes.

13 Q. And on 4901:1-18-01, "arrearages" is  
14 defined as "for each percentage of income payment  
15 plan plus (PIPP plus) customer such customer's  
16 accrued charges at the time the customer enrolls in  
17 the PIPP plus program, plus accumulated charges while  
18 enrolled in PIPP plus but does not include current or  
19 past due monthly PIPP plus payments," correct?

20 MR. McMAHON: Objection, relevance.

21 EXAMINER PARROT: Overruled.

22 A. Correct.

23 Q. And, sir, in Chapter 18-01, isn't it true  
24 that the winter heating season is defined as  
25 November 1 to April 15?



1           A.       Can you repeat the question?

2           Q.       Sure. I said is the winter heating season  
3 defined in 4901:1-18-01 as the period between  
4 November 1 and April 15?

5           A.       Are you asking me if it's in this section  
6 right here?

7           Q.       Yes.

8           A.       This particular section?

9           Q.       Yes. It's on --

10          A.       It's on the back, yes, okay.

11          Q.       Yes, that's how it's defined?

12          A.       Yes, November 1 through April 15.

13          Q.       And this is one of the provisions, I  
14 believe you are aware, that used to be labeled, it  
15 was formerly provision (U); is that correct?

16          A.       I don't have this memorized from 2011  
17 until now.

18          Q.       Okay. But you believe that's the  
19 definition of winter heating season or was the  
20 definition of winter heating season back in 2011; is  
21 that correct?

22          A.       Yes.

23                 MS. BOJKO: Your Honor, at this time I  
24 would like to take administrative notice of the  
25 Commission Finding and Order in Case No.



1 08-723-AU-ORD. This is the rulemaking that was in  
2 effect that modified the rules and the distinction  
3 between the two rules that we're talking about, in  
4 case somebody would like to look at the redline and  
5 reference what the proper rule numbers might have  
6 been in 2011.

7 MR. McMAHON: Your Honor, I'm not aware  
8 that the Bench takes administrative notice of an  
9 order from the Commission. If Ms. Bojko wants to  
10 cite to it, that's one thing. It seems like a  
11 post-hearing briefing of some kind, but.

12 MS. BOJKO: Well, your Honor, I am only  
13 asking because Counsel has raised the issue here this  
14 morning. I didn't think it was an issue nor should  
15 it be an issue, but Counsel has objected to my  
16 questions based on the fact that the current rules  
17 might not be the same rules that were in effect in  
18 2011, and I just want to know -- note it for the  
19 record then that the rulemaking process that might  
20 address that issue would be in 08-723.

21 EXAMINER PARROT: Well, I mean, I agree  
22 with Mr. McMahon that a Commission order stands on  
23 its own. There is no need to take administrative  
24 notice of it, I don't believe. You can cite to it in  
25 your briefs. You also will have access to many legal



1 reference services like Westlaw and LexisNexis that  
2 will help you find the version of the rules that were  
3 in effect at the time we are speaking about today.  
4 So you have options available to you, and I have been  
5 making use of them for this case, and I am sure you  
6 will do the same. But thank you for noting that  
7 docket. It's out there on the record now, so.

8 MS. BOJKO: Thank you, your Honor.

9 Q. (By Ms. Bojko) And, sir, it's your  
10 understanding that "customer," both now and then, was  
11 defined as "any person who enters into an agreement,  
12 whether by contract or under a tariff, to purchase:  
13 Electric, gas, or natural gas utility service"?

14 A. Can you repeat that question?

15 Q. Sure. Does the Commission's rules define  
16 "customer" to mean "any person who enters into an  
17 agreement, whether by contract or under a tariff, to  
18 purchase: electric, gas or natural gas utility  
19 service"?

20 A. Yes.

21 Q. And you believe that a customer is someone  
22 who initiates service; is that correct?

23 A. That is correct.

24 Q. And you don't know what the rule is  
25 referencing when it says by "contract or under



1 tariff"; is that correct?

2 A. I think I stated that "tariff" is the  
3 tariff rate. I wasn't sure what "contract" meant.

4 Q. Sir, could you turn to page 34 of your  
5 deposition, please.

6 A. Yes.

7 Q. Starting on line 23, does it state "Okay.  
8 So you don't know what the rule is referring to when  
9 it says any person who enters into an agreement  
10 whether by contract or under tariff; is that  
11 correct?"

12 And the answer: "Yes."

13 Did I read that correctly?

14 A. You did, but I think there is another  
15 part, I don't have it memorized in here, but we  
16 talked about -- you asked me if the customer was of  
17 tariff and I said yes. I wasn't sure what the  
18 contract meant at that point.

19 MS. BOJKO: Your Honor, I move to strike  
20 everything beginning with the word "but." All I  
21 asked him is if I read it correctly.

22 MR. McMAHON: Your Honor, Mr. Carmosino  
23 correctly explained his deposition testimony and he  
24 addressed the issue later. He doesn't have his  
25 deposition memorized.



1 EXAMINER PARROT: The motion to strike is  
2 denied, Ms. Bojko.

3 Q. And, sir, it's your understanding that the  
4 Commission rules in 2011 defined "consumer" to mean  
5 "any person who is an ultimate user of electric, gas,  
6 or natural gas utility service"; is that correct?

7 A. Yes.

8 Q. And would you agree with me that the rules  
9 do not define "arrears"?

10 A. Yes. The rules, yes.

11 Q. And, sir, isn't it true that the winter  
12 reconnection -- you are familiar with the winter  
13 reconnection order in your job responsibilities,  
14 aren't you?

15 A. Yes.

16 Q. And is it true, sir, that the winter  
17 reconnect order for 2011 had an effective date of  
18 October 17, 2011, through April 13, 2012?

19 A. Yes.

20 Q. And it's your understanding that electric  
21 service was disconnected at the Easterlings on  
22 November 4; is that correct?

23 A. Yes.

24 Q. And it's your understanding that it was  
25 disconnected for nonpayment?



1           A.       That is correct.

2           Q.       And isn't it true, sir, that you have no  
3       personal knowledge of whether Ms. Easterling  
4       contacted Duke about the account between August,  
5       2011, and November 20, 2011?

6           A.       Based upon the records, I have seen in  
7       CMS, there was no contact made by anybody, yes.

8           Q.       I asked if you had any personal knowledge  
9       as to whether Ms. Easterling contacted Duke.

10          A.       Based upon the records I have reviewed, I  
11       don't.

12          Q.       And you have no knowledge outside of the  
13       record you reviewed; is that correct?

14          A.       That is correct.

15          Q.       And isn't it true you have no personal  
16       knowledge of whether anyone else contacted Duke about  
17       the Easterling account between August, 2011, and  
18       November 20, 2011?

19          A.       I think based upon the records, nobody  
20       contacted Duke.

21          Q.       Okay. And you have no knowledge outside  
22       of the records that you reviewed; is that correct?

23          A.       That's correct.

24          Q.       And isn't it true, sir, that Ms. Lykins  
25       talked to a Duke technician regarding the account in



1 September -- or actually in summer of 2011?

2 A. I have no idea.

3 Q. Sir, isn't it true that Duke did not  
4 contact Gail Lykins between November 4 and November 2  
5 to tell her electric had been disconnected at the  
6 property?

7 MR. McMAHON: Objection. Did Counsel say  
8 between November 4 and November 2?

9 MS. BOJKO: I am sorry. May I rephrase?  
10 I will withdraw that question.

11 EXAMINER PARROT: Okay.

12 Q. Sir, isn't it true Duke did not contact  
13 Gail Lykins between November 4 and November 21 -- or  
14 November 20, excuse me, to tell her electric had been  
15 disconnected at the property?

16 MR. McMAHON: Objection. Relevance and  
17 also presumes facts not in evidence as to any duty on  
18 the company to contact a noncustomer.

19 EXAMINER PARROT: Overruled.

20 A. Can you please repeat the question?

21 Q. Sorry. I will try a third time.

22 A. It's a charm.

23 Q. Isn't it true that Duke did not contact  
24 Gail Lykins between November 4 and November 20, to  
25 tell her electric had been disconnected at the



1 property?

2 A. I would say that is true.

3 Q. And isn't it true that Duke did not  
4 contact Gail Lykins prior to November 4, 2011, to  
5 tell her that electric service was in danger of being  
6 disconnected?

7 MR. McMAHON: Objection, relevance.

8 EXAMINER PARROT: Overruled.

9 A. I guess aside from knowing where she's  
10 residing, I don't know -- I don't know where she  
11 lived at the time, right? I mean, are you assuming  
12 she didn't live at the premises?

13 Q. Oh, I'm sorry. I said Gail Lykins the  
14 daughter.

15 A. Yeah. I don't know where she lived.

16 Q. I asked isn't it true that Duke did not  
17 contact?

18 A. We did not make personal contact with her.

19 Q. Thank you.

20 And, sir, isn't it true that you  
21 personally do not believe Duke is required to contact  
22 the customer during the winter heating season to  
23 inquire into payment plans?

24 MR. McMAHON: Objection. Vague and  
25 ambiguous, the definition of "contact."



1           A.       Please repeat it again.

2                   EXAMINER PARROT:  Yeah.  Let's rephrase  
3   it.

4           Q.       Isn't it true you don't believe Duke is  
5   required to contact the customer during the winter  
6   heating season to inquire into heating plans?

7                   MR. McMAHON:  Same objection, your Honor.  
8   It seems like the exact same question.

9                   EXAMINER PARROT:  Let's rephrase it to be  
10   more specific about what you mean by "contact,"  
11   Ms. Bojko.

12          Q.       Isn't it true, sir, that you do not  
13   believe that Duke has to telephone the customer  
14   during the winter heating season to explain the  
15   payment plans?

16          A.       Okay.  I am going to ask you to repeat it  
17   one more time.

18                   MS. BOJKO:  Could I have it reread.

19                   (Record read.)

20          A.       So I guess my question to you is, is the  
21   customer calling in to Duke or is Duke calling the  
22   customer?

23          Q.       My question was Duke contact; Duke call a  
24   customer.

25          A.       I don't believe that Duke calls the



1 customers.

2 Q. And you don't believe that they are  
3 required to reach out to the customers; is that  
4 correct?

5 A. Oh, I think you have to define "reach  
6 out."

7 MR. McMAHON: Objection.

8 A. We notify the customers of payment plans.

9 Q. You don't believe Duke has to  
10 affirmatively contact or call the --

11 A. I don't believe that Duke has to call. I  
12 think Duke has to notify the customer of payment  
13 plans.

14 Q. Okay. Thank you for that clarification,  
15 sir.

16 MS. BOJKO: Your Honor, at this time may I  
17 have marked as OCC P, OCC Exhibit P, the PUCO rule  
18 4901:1-18-09.

19 EXAMINER PARROT: So marked.

20 (EXHIBIT MARKED FOR IDENTIFICATION.)

21 MS. BOJKO: May I approach, your Honor?

22 EXAMINER PARROT: You may.

23 MR. McMAHON: Just for the record, your  
24 Honor, as with the prior document, this doesn't even  
25 identify an effective date for this version.



1 MS. BOJKO: Your Honor, I would have the  
2 same response.

3 EXAMINER PARROT: I'm sorry?

4 MS. BOJKO: I will have the same response  
5 for the record.

6 Q. (By Ms. Bojko) Sir, do you have in front  
7 of you what's been marked as OCC Exhibit P which is  
8 the Commission rule 4901:1-18-09?

9 A. Yes.

10 Q. And, sir, do you have any reason to  
11 believe this was substantially changed from 2011?

12 A. No.

13 Q. And you believe that it is actually either  
14 identical or similar to the rules that were in effect  
15 in 2011?

16 MR. McMAHON: Objection, your Honor. This  
17 is outside -- I am sorry. It's irrelevant. This  
18 section of the administrative code is not at issue in  
19 Mr. Pitzer's amended complaint.

20 EXAMINER PARROT: Overruled.

21 MS. BOJKO: I'm sorry. There is a  
22 question pending.

23 THE WITNESS: Can you repeat it?

24 MS. BOJKO: Sure.

25 (Record read.)



1           A.       Yes.

2           Q.       And, sir, Duke is considered a combination  
3 utility; is that correct?

4           A.       Yes.

5           Q.       Duke provides both gas -- natural gas and  
6 electric services?

7           A.       Yes.

8           Q.       And residential customers and consumers of  
9 a combination utility shall have the same rights  
10 under the Commission's rules as those who are served  
11 by separate natural gas and electric companies; is  
12 that what the rules provide for, sir?

13          A.       Yes.

14          Q.       And in the event of a pending  
15 disconnection, customers have the right to choose to  
16 retain one or both electric or gas -- one or both of  
17 electric or gas services; is that correct?

18          A.       Yes.

19          Q.       And as a combination utility, Duke is  
20 required to apply payments to each account  
21 separately; is that correct?

22          A.       Can you repeat the question?

23          Q.       Sure. As a combination utility, Duke is  
24 required to apply payments to each account  
25 separately; is that correct?



1 MR. McMAHON: Objection. To each account?

2 MS. BOJKO: I am not sure what the  
3 objection is, "each account"?

4 MR. McMAHON: Form and ambiguous.

5 EXAMINER PARROT: Overruled. If you need  
6 to ask a clarification, Mr. Carmosino, please feel  
7 free to do so.

8 A. I mean, we apply the payments toward the  
9 past due balances to both gas and the electric.

10 MS. BOJKO: I am sorry. Can I have that  
11 answer reread?

12 (Record read.)

13 Q. Separately, you separately recognize both  
14 the charges and payments for gas and electric  
15 services.

16 A. Yes.

17 Q. And whenever a customer is receiving both  
18 gas and electric service from a combination utility,  
19 the utility -- and has received a disconnection of  
20 service notice, the utility is required to give the  
21 customer two options; is that correct?

22 A. Two options about what?

23 Q. Well, let's look at 4901:1-18-09(B).

24 A. Uh-huh.

25 MR. McMAHON: I am sorry, did you say "D"



1 as in dog?

2 MS. BOJKO: Actually C.

3 MR. McMAHON: C?

4 MS. BOJKO: "C" as in cat.

5 Q. Do you see that, sir?

6 A. Yes, I do.

7 Q. And here there are two options. It says  
8 "Whenever a residential customer receiving both gas  
9 and electric service from a combination utility  
10 company has received a disconnection of service  
11 notice, the utility company shall give the customer  
12 each of the following options"; is that correct?

13 A. Yes.

14 Q. And there are two options listed there,  
15 sir?

16 A. Yes.

17 Q. The first option, the utility company has  
18 to give an extended payment plan for both services;  
19 is that correct?

20 A. Yes.

21 Q. And the utility -- combination utility  
22 company has to offer an extended payment plan to  
23 retain either gas or electric service as chosen by  
24 the customer; is that correct?

25 A. Yes.



1           Q.       And if we look at 18-09(F), in a  
2 combination utility's disconnection notice, the  
3 utility has to advise customers of their rights under  
4 (C), (D), and (E) of the prior -09 sections; is that  
5 correct?

6           A.       Yes.

7           Q.       So under the prior section (C), the  
8 company has to offer two options, an extended payment  
9 plan for both services, and an extended payment plan  
10 to retain one service; is that correct?

11          A.       Yes.

12          Q.       And under section (D) the company has to  
13 notify the customer of their right to notify the  
14 company of an inability to pay the full amount due  
15 under the payment plan, and the utility is required  
16 to offer the customer the opportunity to retain only  
17 one service by paying the defaulted payment plan  
18 portion for either service as selected by the  
19 customer; is that correct?

20          A.       Yes.

21          Q.       And under section (E), the company has to  
22 advise the right of having one or both services  
23 reconnected as designated by the customer; is that  
24 correct?

25          A.       Yes.



1 Q. You stated you have your testimony in  
2 front of you, sir?

3 A. I do.

4 Q. Could you turn to page 13. We'll use the  
5 public version. On page 13, beginning on line 1, you  
6 state that \$143.49 was paid; is that correct?

7 A. Yes.

8 Q. And the \$143.49 that you reference, it was  
9 the amount of the August bill; is that correct?

10 A. Yes.

11 Q. And it wasn't a partial payment of the  
12 August bill; is that correct?

13 A. Yes.

14 Q. And you state that the bill was paid on  
15 October 12, 2011; is that correct?

16 A. Yes.

17 Q. Could you turn to the -- do you have the  
18 November bill attached to your testimony?

19 A. I do not.

20 Q. You didn't attach the November bill to  
21 your testimony, did you?

22 MR. McMAHON: Your Honor, we have versions  
23 now with all of the attachments if you would like us  
24 to switch them out or show you the exhibits.

25 EXAMINER PARROT: I think everyone has



1       them except maybe the witness.

2               MR. McMAHON:   Right.

3               EXAMINER PARROT:   So make sure he gets a  
4       copy.

5               MR. McMAHON:   May I approach?

6               EXAMINER PARROT:   You may.

7           A.       What bill did you say, the November bill?

8           Q.       Yeah.   You didn't attach the November  
9       Easterling bill to your testimony.   Did you attach  
10      that?

11          A.       I don't believe so.

12               MS. BOJKO:   Your Honor, I don't think  
13      there is a need to mark it as a different number.   It  
14      was attached to Mr. Williams' testimony, Attachment  
15      JDW-10, page 7 of 23.

16          A.       I don't have the November bill.

17               MS. BOJKO:   If I may approach and provide  
18      that attachment to the witness?

19               EXAMINER PARROT:   You may.

20          Q.       Do you have in front of you what appears  
21      to be the November bill for the Easterling account  
22      that's at issue in this proceeding?

23          A.       Yes.

24          Q.       Does it state on the Easterling account in  
25      the middle that a payment was received on October 11?



1 It's right above the "Important" box.

2 A. I'm sorry, the last payment received was  
3 October 11? Yes.

4 Q. And, sir, if a customer pays by the due  
5 date on their bill, they are not considered late or  
6 delinquent; is that correct?

7 A. Correct.

8 Q. And if a customer pays by the due date on  
9 the bill, they are not considered to be in arrears,  
10 correct?

11 A. If a customer pays that amount, yes.

12 Q. Yes, correct, if they pay that amount,  
13 they are not considered in arrears?

14 A. I guess you have -- if they pay the full  
15 amount of the bill, yes.

16 Q. Okay. And a bill is not past due until  
17 the due date actually elapses; is that correct?

18 A. Yes.

19 Q. On page 3 of your testimony, line 14 --

20 A. Wait a minute. I'm sorry. What page?

21 Q. 3, line 14.

22 A. Uh-huh.

23 Q. You reference Rule 4901:1-18-04; is that  
24 correct?

25 A. Uh-huh.



1 MS. BOJKO: Your Honor, at this time I can  
2 I -- I would like to mark, please, 4901:1-18-04 of  
3 the Commission's rules as OCC Q.

4 EXAMINER PARROT: So marked.

5 (EXHIBIT MARKED FOR IDENTIFICATION.)

6 MS. BOJKO: May I approach, your Honor?

7 EXAMINER PARROT: You may.

8 Q. Sir, do you have in front of you what's  
9 been marked as OCC Exhibit Q?

10 A. Yes.

11 Q. And does this appear to be the rule -- the  
12 substance of the rule you reference on page 3 of your  
13 testimony?

14 A. Yes.

15 Q. And, sir, an account is considered  
16 delinquent and subject to disconnect per the rule  
17 when the customer has not made full payment by the  
18 due date for any given bill containing a previous  
19 balance for regulated services; is that correct?

20 MR. McMAHON: Objection to the extent that  
21 mischaracterizes the cited rule.

22 EXAMINER PARROT: Overruled.

23 A. Can you repeat the question?

24 Q. Sure. Per the rule, an account is  
25 considered delinquent and subject to disconnect when



1 the customer has not made full payment by the due  
2 date for any given bill containing a previous balance  
3 for regulated services.

4 A. Yes.

5 Q. And the previous balance is the past due  
6 balance from a prior bill; is that correct?

7 A. That is not my definition, no. A bill has  
8 a due date. When that due date is past, that bill  
9 carries a past due balance that is delinquent. That  
10 is subject to disconnection.

11 Q. And a bill containing a previous balance  
12 would be a bill that contains a previous balance from  
13 an unpaid prior bill; is that true?

14 A. No.

15 Q. Well, wouldn't it be a previous balance of  
16 a bill that was already past due?

17 A. You have a bill that has a due date. When  
18 that due date passes, you have a bill that has a past  
19 due balance now.

20 Q. Right. And when the rule says a bill  
21 containing a previous balance, a bill would have to  
22 contain a previous balance from a prior bill; is that  
23 correct?

24 A. No.

25 Q. So you believe that a bill that has a



1 previous balance listed on the bill is not from a  
2 prior bill?

3 A. I believe that you are rendered a bill.  
4 That bill has a due date. When that due date passes,  
5 your bill has a past due balance that is subject to  
6 disconnect.

7 Q. Okay. And that's not my question. My  
8 question is look, for instance, at your MAC-1  
9 attachment to your testimony. The September bill of  
10 the Easterling account contains a previous balance  
11 from the October bill; is that true?

12 MR. McMAHON: Objection. Vague,  
13 ambiguous, confusing.

14 MS. BOJKO: I might have said that wrong.

15 EXAMINER PARROT: Yes. Try again.

16 MS. BOJKO: Withdraw that question, your  
17 Honor.

18 Q. The September bill, attached as MAC-1,  
19 contains a previous balance from a previous bill  
20 which was the August bill; is that correct?

21 A. Yes.

22 Q. So on the September bill, there is a  
23 previous balance for regulated services; is that  
24 correct?

25 A. Yes.



1 Q. Okay. So when you look at the September  
2 bill, it is a bill containing a previous balance for  
3 regulated services; is that correct?

4 A. Yes. And as of that due date, the whole  
5 bill is not past due and it has two previous  
6 balances. I don't understand your point.

7 Q. Okay. If we are still looking at MAC-1,  
8 you just stated that when the September bill comes  
9 due, then and only after that due date passes would  
10 there be a past due balance for both the August bill  
11 and the September bill; is that correct?

12 A. No, no.

13 Q. So you are saying that the September  
14 charges would be considered past due before the due  
15 date of the bill, September 27, 2011?

16 A. No, that's not what I am saying. I am  
17 saying the August bill became past due in August when  
18 it missed -- when it wasn't paid by the due date.

19 Q. And the September bill would not become  
20 past due until it missed its due date or the due date  
21 past which would have been September 28; is that  
22 correct?

23 A. Yes.

24 Q. And under the definition of 18-04, the  
25 August past due amount does not become delinquent



1 under 18-04 and subject to disconnect until a payment  
2 is not received by the due date for the bill that  
3 actually contains the previous balance for regulated  
4 services, so it wouldn't be until September 28; is  
5 that correct?

6 MR. McMAHON: Objection.

7 A. No.

8 MR. McMAHON: Argumentative.

9 EXAMINER PARROT: Overruled. Not sure we  
10 are all on the same page yet, so.

11 Q. And it's true, sir, that the September  
12 bill says "Reminder Notice" not "Delinquent Notice";  
13 is that correct?

14 A. That is correct.

15 Q. Now, could you turn to the October bill in  
16 your attachments which I believe is MAC-2.

17 A. Yes.

18 Q. On the October bill, it states that it's a  
19 disconnect notice; is that correct?

20 A. Yes.

21 Q. And you believe that this constitutes the  
22 Easterling's 14-day disconnection notice?

23 A. Yes.

24 Q. And, sir, you believe that the disconnect  
25 notice is in the box in the middle of the bill; is



1 that correct?

2 A. I believe in the box of the bill we put  
3 the earliest date to which a customer can be  
4 disconnected, yes.

5 Q. So under the 18-04 definition that we just  
6 referenced, the only amount that was delinquent for  
7 electric on October 2 when this bill was produced was  
8 \$143.49; is that correct?

9 MR. McMAHON: Objection. It  
10 mischaracterizes the document generated on October 4.  
11 And it also mischaracterizes the reference to the  
12 previous unpaid bill.

13 EXAMINER PARROT: Overruled.

14 THE WITNESS: Can you repeat the question?

15 MS. BOJKO: Could you?

16 (Record read.)

17 A. No, that is not correct.

18 Q. The only amount that had appeared on a  
19 bill that was from a past due balance was the August  
20 amount; is that correct?

21 A. No. The August bill was past due. The  
22 September bill was past due. So on the October bill,  
23 the 248.82 was past due and that's the amount.

24 Q. But under the Commission's definition of  
25 "delinquent," the only amount that was delinquent was



1 the \$143.49; is that correct?

2 A. No.

3 Q. And the September services would not have  
4 become delinquent until after the October bill was  
5 not paid; is that correct?

6 A. No.

7 Q. It's your understanding, sir, that the  
8 \$143.49 for the August bill constituted \$105.46 for  
9 electric and \$38.03 for gas, regulated services; is  
10 that correct?

11 A. Repeat the question again. What bill are  
12 you referring to?

13 Q. The August bill -- well, it's on all the  
14 bills, but I am asking about the \$143.49. That makes  
15 up --

16 A. I don't have the breakdown. I want to see  
17 the August bill. Okay. I have the August bill.

18 Q. Okay. For the August bill, the \$143.49  
19 was \$105.46 for electric and \$38.03 cents for gas; is  
20 that correct?

21 A. Yes.

22 Q. And just to clarify one other thing on the  
23 October bill, the only amount that was past due on  
24 the October bill, as of the October due date, was the  
25 September charges; is that correct?



1           A.       Say that one more time.

2           Q.       The only amount that was past due on  
3       October 25, let's say, October 25, was the September  
4       charges; is that correct?

5           A.       So after the payment was made, so -- I am  
6       just trying to keep it all in perspective, so ask it  
7       one more time so I can --

8           Q.       After -- so on October 25, the only amount  
9       that had been past due were the September charges  
10      because the August had already been paid.

11          A.       Yes.   Yes.

12          Q.       And Rule 18-04(B), it establishes or sets  
13      the parameters for the minimum payment necessary to  
14      avoid disconnection; is that correct?

15          A.       What rule are you referring to?

16          Q.       18-04(B).

17          A.       Yes.

18          Q.       Okay. And 18-04(B) is the rule that  
19      states that the minimum payment necessary to avoid  
20      disconnect shall not be greater than the delinquent  
21      amount, i.e., the portion of the bill that represents  
22      a previous balance for regulated services; is that  
23      correct?

24          A.       Yes.

25          Q.       And is it your understanding, sir, that if



1 or once that minimum payment gets made, disconnection  
2 procedures will begin over?

3 A. Yes.

4 Q. So on October 2, the minimum payment  
5 necessary to avoid disconnection would have been the  
6 August bill, the \$143.49; is that correct?

7 A. On August 2?

8 Q. No, October 2.

9 A. October 2. When the October bill was  
10 created, the disconnect notice, August and September  
11 were both past due and subject to disconnection and  
12 that's the amount that needed to be paid to avoid  
13 disconnection.

14 Q. If you look at 18-04, it says the "portion  
15 of the bill that represents a previous balance for  
16 regulated services...." So the only portion of the  
17 bill that represented a previous balance for  
18 regulated service was the August bill, correct?

19 A. I disagree with you. I say it was the  
20 August and September bill.

21 Q. But the September bill had not been  
22 presented as a past due balance as of --

23 MR. McMAHON: Objection. Argumentative.

24 Q. -- the October 2 bill.

25 A. I disagree.



1 EXAMINER PARROT: Overruled.

2 A. The September bill became delinquent and  
3 past due on the September due date.

4 Q. The October bill was the first bill that  
5 presented the September charges as being past due; is  
6 that correct?

7 A. I think they are past due when they are  
8 not paid by the due date.

9 Q. And so the October 2 bill was the first  
10 bill that presented the past due charges for  
11 September; is that correct? It was the first  
12 opportunity that they would have been past due on a  
13 bill.

14 A. I disagree. I think they are past due  
15 when you don't pay by the due date.

16 Q. I understand. I am asking when the first  
17 time they are presented on a bill. The October bill  
18 would have been the first time that the September  
19 charges would have been presented on that bill; is  
20 that correct?

21 A. The October bill would have been the first  
22 time they would have been presented to the customer  
23 as past due. Is that your question?

24 Q. Yes, sir.

25 A. Oh, I think that's up to interpretation.



1           Q.       I mean, there is no other bill that's  
2 produced in the meantime. That's the next bill; is  
3 that correct?

4           A.       That is the next bill, but I think they  
5 are past due if you don't pay it by the due date of  
6 that bill, so you can argue what's presented to the  
7 customer is --

8           Q.       I am asking the first time that the  
9 September charges are recognized on a bill as past  
10 due is the following month, so October 2; is that  
11 correct?

12          A.       I don't believe so. I think it's on the  
13 September bill when they are not paid by the due  
14 date.

15          Q.       Okay. And the first time that they are  
16 listed in the box at the bottom that says "Previous  
17 Bill," that's the first time on the October bill that  
18 the September charges would have been listed in that  
19 box; is that correct?

20          A.       I believe they are past due on September,  
21 but they are listed on the next bill and carried  
22 forward, yes.

23          Q.       Okay. And it's your understanding that  
24 the Easterlings paid the \$143.49 on October 11 is  
25 what was stated on the bill; is that correct?



1           A.       That's what's stated on the bill. I would  
2 have to look to see exactly. I think it was the 11  
3 or 12, yes.

4           Q.       In -- we are still -- do you still have  
5 the October bill in front of you?

6           A.       Yes.

7           Q.       On this October bill, the minimum payment  
8 necessary to avoid disconnection on October 2 was  
9 listed as the \$248.82, not the 143.49 from the August  
10 bill; is that correct?

11          A.       That is correct.

12          Q.       So if we look at the \$248.82, I want to  
13 make sure I understand what that calculation is based  
14 upon, it consists of the total past due amount from  
15 the August bill, the \$143.49 for both gas and  
16 electric; is that correct?

17          A.       Yes.

18          Q.       And then it also contains the total amount  
19 due for gas and electric services from the September  
20 bill of \$103.18 cents; is that correct?

21          A.       Yes.

22          Q.       And then plus a late fee of \$2.15?

23          A.       Yes.

24          Q.       And is it your understanding that a late  
25 fee is assessed at 1-and-a-half percent?



1           A.       Yes.

2           Q.       And it's your understanding that a late  
3 fee is a charge, not a service?

4           A.       A late fee is a service charge.

5           Q.       There's no extra service offered for  
6 obtaining the late fee, is there, it's a tariff  
7 charge; is that right?

8           A.       Yes.

9           Q.       And if we look at the \$248.82 amount,  
10 \$171.79 was assessed for -- or was -- references the  
11 amount of electric services that were due under your  
12 \$248.82 calculation; is that correct? To help, I get  
13 the 171.79, I get that from \$105.46 for August and  
14 \$66.33 for September?

15          A.       Yes.

16          Q.       And just to complete the record here, then  
17 you would have to add \$74.88 for gas services which  
18 include \$38.03 for August and \$36.85 for September;  
19 is that correct?

20          A.       Yes.

21          Q.       And then you would add the \$2.15 for a  
22 late fee. And so under the calculation of a late  
23 fee, it's my understanding that the \$2.15 equates to  
24 \$1.58 for electric service and 57 cents for gas?

25          A.       I didn't do the math, but.



1 Q. Subject to check, that's what you would  
2 do? You would multiply --

3 A. I would check it out, yes.

4 Q. And then as we've discussed, on October 11  
5 or 12, a payment was made of \$143.49, and of that,  
6 \$105.46 was attributed to electric and \$38.33 for  
7 gas.

8 A. I don't have the breakdown. I didn't look  
9 into that information. I just wouldn't know that  
10 right now.

11 Q. Okay. I thought that we went back and  
12 looked at the August bill and you agreed with me it  
13 was \$105.46 for electric and \$38.33 for gas?

14 MR. McMAHON: Objection. Asked and  
15 answered.

16 A. Yeah, I mean, I did.

17 EXAMINER PARROT: Overruled. But?

18 A. You are asking me to testify as to where I  
19 think the dollars went and I have not reviewed  
20 anything that would look to say it was correct, so I  
21 just don't know.

22 Q. Oh, thank you. Fair enough. I didn't  
23 know that's the distinction you were making. I  
24 thought you didn't have the numbers in front of you.  
25 So what you were saying is you can't sit up there and



1     testify today that Duke actually allocated the  
2     payment to \$105.46 to electric and \$38.33 to gas.

3           A.       As I sit here today, I have -- I did not  
4     look at that, so I wouldn't know what it did.

5           Q.       Okay. And so on October 12 or 13, after  
6     the payment was made, the August bill was no longer  
7     delinquent; is that correct?

8           A.       That's -- yes.

9           Q.       So when the amount of the payment was  
10    made, the August bill had been delinquent  
11    approximately 46 days; is that correct?

12          A.       Well, I don't have a calendar, but, you  
13    know, it would have been however you characterized  
14    it, I guess.

15          Q.       It would have been from after the due date  
16    on August and you would calculate that until October  
17    11 or 12, is that fair, the number of days that's  
18    passed?

19          A.       Yes, but that's not how we consider it a  
20    past due. It was two bills behind, so it would have  
21    been in the 60-day bucket, it would have been past  
22    due two, so.

23          Q.       I'm sorry, were you finished?

24          A.       Finished.

25          Q.       Okay. So we looked at the August bill.



1 The due date of the August bill was August 26; is  
2 that correct?

3 A. Yes, uh-huh.

4 Q. Okay. So the August 26 bill did not  
5 become past due or late until the 27th; is that  
6 correct?

7 A. Yes.

8 Q. Okay. So you would calculate the number  
9 of days from August 27 until it was paid on  
10 October 11 and that gives you 46 days; is that  
11 correct?

12 A. Subject to check, I can say that's fine.

13 Q. And then after the October 12 payment, the  
14 only past due amount on the October bill was for the  
15 September regulated services; is that correct?

16 A. I think that's a fair statement. I think  
17 it was 105-and-some-change or something.

18 Q. Okay. It was. And of that total that you  
19 just referenced, \$66.33 was the part that was  
20 attributed to electric; is that correct?

21 A. If you are saying the electric charge in  
22 September was \$66, I can agree with that, yes.

23 Q. Okay. So that was the electric amount  
24 that was past due after the payment was made on  
25 October 11 and 12.



1           A.       Okay.

2           Q.       So on the due date of the October bill on  
3       October 26, the amount -- the only amounts due for  
4       electric regulated services at that point were \$66.33  
5       for the September past due bill, and then \$41.74 for  
6       the current October bill; is that correct?

7           A.       Say that one more time.

8           Q.       The only amounts due on October 26 were  
9       \$66 -- for electric, \$66.33 for the September bill,  
10       past due bill, and \$41.74 for the current October  
11       bill.

12          A.       And you are only asking about the  
13       electric, correct?

14          Q.       Yes.

15          A.       Yeah, that's fair.

16          Q.       And for the gas services on October 26,  
17       the amounts that were due were the past due amount  
18       for the September bill of \$36.85 and the current  
19       October bill for \$78.77.

20          A.       Fair.

21          Q.       And given that the September electric  
22       charges and gas charges were due on September 27, on  
23       November 2 for the next bill, the amount that was  
24       past due had been past due for 36 days; is that  
25       correct?



1           A.       Subject to check, yes. I would agree.

2           Q.       And then on November 2, when the new bill  
3 came out, the October bill amounts had been past due  
4 for six days; is that correct? October 27 to  
5 November 2?

6           A.       Or they would have been in the 30-day  
7 bucket, they would have been a bill behind, but yes.

8           Q.       You keep saying "a bill behind," but those  
9 charges, those October charges were not due until  
10 October 26, 2011, correct?

11          A.       Yes.

12          Q.       So now let's look at the November bill.  
13 This is November 2.

14          A.       Uh-huh.

15          Q.       I'm sorry, strike that.

16                 On November 4 -- we just talked about what  
17 was due on November 2. So on November 4, when the  
18 electric service was disconnected, the delinquent  
19 amount subject to disconnect were the \$66.33 for  
20 electric and the \$36.85 for gas; is that correct?

21          A.       Yes, I think so.

22                 MS. BOJKO: Your Honor, I have a document  
23 that is Attachment JDW-10. Consistent with the  
24 question from Ms. Spiller previously, even though  
25 it's an attachment to a testimony, would you like me



1 to remark it or just refer to it as the attachment to  
2 the testimony?

3 EXAMINER PARROT: I think we've already  
4 referred to the attachment to Mr. Williams' testimony  
5 so we can --

6 MR. McMAHON: We also referred to it with  
7 Mr. Carmosino, with the November bill.

8 EXAMINER PARROT: That's what I mean.

9 MS. BOJKO: May I approach? This was  
10 filed, so I am assuming everybody else has a copy,  
11 but their witness might not. It's JDW-10.

12 A. I have it. The November bill.

13 Q. Do you have the whole entire attachment  
14 for Mr. Williams?

15 A. I don't know.

16 Q. It's a 23-page document.

17 A. I don't.

18 MS. BOJKO: May I approach, your Honor?

19 EXAMINER PARROT: You may.

20 MS. BOJKO: Do you need a copy,  
21 Mr. McMahan?

22 MR. McMAHON: No.

23 Q. Okay. So does this -- does JDW-10 appear  
24 to be a Duke discovery response?

25 A. Yes.



1 Q. Okay. And you have no reason to doubt the  
2 accuracy of the discovery response provided by your  
3 counsel, do you?

4 MR. McMAHON: Objection, your Honor. It's  
5 set forth in the document. Mr. Carmosino was not  
6 identified as the person responsible for the  
7 company's response. It identifies "Legal." Over  
8 objections, certain documents were produced.

9 EXAMINER PARROT: Overruled.

10 A. Can you repeat the question?

11 Q. I just asked you if you had any reason to  
12 doubt the accuracy of your counsel's response in  
13 the --

14 A. I haven't read it. I mean . . .

15 Q. Please take a moment to read the discovery  
16 request and response.

17 A. I have no reason to believe that it's  
18 inaccurate.

19 Q. And, sir, does the discovery response  
20 POD-01-006 reference Attachment Pitzer POD-01-004  
21 after objections?

22 A. That's what it says, yes.

23 Q. And then if you look at the page attached  
24 to this discovery response, do they all have a  
25 heading that was produced by Duke that says



1 Attachment Pitzer-POD-01-004 and contains 22 pages?

2 A. I believe so, yes.

3 Q. And was this request "Produce any and all  
4 utility bills and/or notices that were mailed and/or  
5 left at the residence between August 2011 and  
6 December 2011"?

7 A. What was your question to me?

8 MS. BOJKO: Can I have it reread?

9 (Record read.)

10 A. This is not all of them, no. I would say  
11 no.

12 Q. Okay. Thank you. You believe that there  
13 are more documents that were sent to the -- mailed  
14 and/or left at the premise between August, 2011, and  
15 December, 2011, that are not attached to this  
16 discovery response?

17 MR. McMAHON: Objection, your Honor. Just  
18 for the record, Counsel is not providing  
19 Mr. Carmosino, who again is not the person  
20 responsible for this discovery response, with the  
21 company's supplemental discovery response that was  
22 served on opposing counsel and the parties in this  
23 case, and which does contain an additional document.  
24 So I think it's misleading.

25 MS. BOJKO: I mean, I think the witness



1 can respond. I think he can testify to that, which  
2 he just did. But I also would note the objection to  
3 the "Legal," you can't mark everything, the  
4 responsible party of "Legal" and then not allow the  
5 witnesses responsible for certain documents to be  
6 asked questions about them.

7 EXAMINER PARROT: The objection is  
8 overruled.

9 MS. BOJKO: Do you need my question  
10 reread?

11 THE WITNESS: If there is a question out  
12 there, I do.

13 MS. BOJKO: I do too.

14 (Record read.)

15 A. Yes.

16 Q. And, sir, in this -- you have been  
17 referring to the holiday train notice bill insert  
18 that is not included in this packet that we discussed  
19 earlier today that would be an additional piece of  
20 information that was not provided?

21 A. You know --

22 MR. McMAHON: I am going to object to the  
23 form of the question to the extent it suggests that  
24 the company did not produce a document in response to  
25 a discovery request. Again, Counsel has the



1 supplemental response in her possession and is  
2 intentionally misleading the witness.

3 MS. BOJKO: Your Honor, I'm not. That's  
4 why I asked him if that's what he is referring to.

5 EXAMINER PARROT: Overruled.

6 A. I mean, I didn't pay attention to all the  
7 particular bill inserts. If that's not in here, that  
8 would have been the insert, from what I learned  
9 today, that was in a bill, yes.

10 MS. BOJKO: Your Honor, if we may have a  
11 moment, we are trying to confirm a representation by  
12 the company.

13 Your Honor, there is a representation  
14 there was a supplemental response to this. We cannot  
15 locate it. If the company believes that that's the  
16 case, if they could maybe show us.

17 MS. SPILLER: So are you referring,  
18 Ms. Bojko, to Pitzer-POD-01-006?

19 MS. BOJKO: Correct.

20 MS. SPILLER: So that one was supplemented  
21 on November 23. I'm sorry, Pitzer. We did  
22 supplement.

23 MR. LANE: I didn't get a supplemental  
24 response to that particular production request that I  
25 recall.



1 MS. SPILLER: Pitzer-POD-01-006, we have.  
2 We indicate -- just got to find it. Oh, January 11,  
3 2016, supplemental to several OCC as well as several  
4 Pitzer. And what this did was referred to the  
5 supplemental response to Pitzer-POD-01-004 which then  
6 refers back to the supplemental response to Pitzer  
7 Interrogatory 01-014 and OCC-POD-02-002.

8 MR. LANE: But not Document Request 6?

9 MS. BOJKO: Yeah, not 6. There is no  
10 supplemental response to 6.

11 MS. SPILLER: The supplemental response to  
12 Pitzer POD-01-006 was provided to counsel on January  
13 11, 2016. It cross-referenced other discovery  
14 requests because so many of our requests were very  
15 similar to each other. This was a reference to the  
16 other responses that were provided to you, including  
17 Pitzer Interrogatory 01-014, Pitzer-POD-01-004,  
18 OCC-POD-02-002.

19 MR. LANE: But not Pitzer Interrogatory --  
20 Pitzer Document Request 6.

21 MS. SPILLER: Mr. Lane, I don't know how  
22 else to say it. We supplemented -- we gave you a  
23 supplemental response to Pitzer-01-006 --

24 MR. LANE: I don't have it.

25 MS. SPILLER: -- referring to other



1 documents and other discovery requests.

2 MR. LANE: And I'll just state we didn't  
3 get a supplementation of that particular one.

4 MR. McMAHON: Your Honor, I think we are  
5 above the discovery process here. They have the  
6 document that they are talking about. It's already  
7 been introduced into evidence.

8 MS. BOJKO: Your Honor, I think what I am  
9 trying to tell you, we don't have --

10 MR. McMAHON: DEO Exhibit H has already  
11 been admitted into evidence.

12 MS. SPILLER: Kim, do you have the  
13 supplemental response to Pitzer-01-014 and  
14 supplemental responses to Pitzer-POD-00 -- 01-004 and  
15 OCC-POD-02-002?

16 MS. BOJKO: No. I am looking for the  
17 supplemental response to Pitzer-01-006.

18 MS. SPILLER: I understand what you are  
19 looking for, but you say you don't have that  
20 response. My question is, do you have the other ones  
21 because they are what are referred to in that  
22 supplemental response to POD-01-006.

23 MR. LANE: It's hard to tell if we don't  
24 have the response itself. I don't believe there was  
25 any response.



1 MS. BOJKO: I am looking at the January  
2 11, and it does not have a supplemental to that one.

3 MS. SPILLER: Well, Kim, how about the  
4 letter I sent you on January 11 with all the  
5 attachments?

6 MS. BOJKO: That's the one I pulled up,  
7 the letter.

8 EXAMINER PARROT: Let's go off the record.  
9 (Discussion off the record.)

10 EXAMINER PARROT: Let's go back on the  
11 record. I think, Mr. Lane, we'll start, I think you  
12 wanted to state on the record your position with  
13 respect to Mr. McMahon's representation that there  
14 was a supplemental response. I am going to give both  
15 of you the opportunity now to get that out on the  
16 record and we'll move forward.

17 MR. LANE: Okay. So for the record, what  
18 we appear to be missing at least from what was served  
19 on our office on behalf Mr. Pitzer is supplemental  
20 responses to Mr. Pitzer's first set of document  
21 requests. There were two that were provided today  
22 that I've seen for the first time. There's also been  
23 a representation made that there were no new  
24 documents produced. We don't know if there were  
25 attachments to those or not. But if there weren't,



1 then we're willing to agree we have received all the  
2 documents. We don't have the responses themselves.

3 EXAMINER PARROT: Ms. Bojko, anything you  
4 wish to add to that?

5 MS. BOJKO: Yes, your Honor. There's a  
6 line of questioning about Attachment JDW-10. And  
7 there was a reference by Counsel that that particular  
8 attachment which is a discovery response to  
9 Pitzer-POD-01-006 and 22 attachments called  
10 Attachment Pitzer-POD-01-004 that is referenced in  
11 the discovery response that that had in some way been  
12 supplemented or added to. And so the record is  
13 clear, that has not occurred, so attachment JDW-10 is  
14 correct and it has not been supplemented that we are  
15 aware of, your Honor.

16 MR. McMAHON: For the record, your Honor,  
17 Duke Energy Ohio records reflect that Pitzer  
18 POD-01-006 was supplemented. We have provided both  
19 counsel with a copy of that written supplemental  
20 response, but more importantly the supplemental  
21 response referenced therein refers to prior  
22 supplemental discovery responses which I believe both  
23 counsel have acknowledged they have including the  
24 document attached to those other discovery responses.  
25 No additional documents were produced with the Pitzer



1     POD-01-006 supplemental response, so Mr. Lane and  
2     Ms. Bojko have everything from the company.

3             MS. BOJKO:   And just so the record is  
4     clear, your Honor, when he said "provided to  
5     parties," he meant that it was provided to, during  
6     the hearing, a few moments ago, and we have not yet  
7     been able to locate a service copy of that document.  
8     So Attachment JDW-10 has not been supplemented prior  
9     to the hearing today as far as both OCC's records and  
10    Complainant's records.

11            EXAMINER PARROT:   Okay.

12            MS. BOJKO:   So is it possible -- I'm not  
13    sure what my last question was. I hate to do this to  
14    you, but.

15            (Record read.)

16            Q.            (By Ms. Bojko) Okay. And, Mr. Carmosino,  
17    thank you for bearing with me. If you look at  
18    Attachment Pitzer POD-01-004 which the company  
19    attached to Pitzer or referenced in  
20    Pitzer-POD-01-006, there are no disconnection notices  
21    contained in this packet; is that correct?

22            A.            That -- disconnect insert is not in this  
23    packet.

24            Q.            Okay.

25            A.            The disconnect notice from the bill is.



1 Q. The bill is in the packet, but not  
2 separate disconnection notices; is that correct?

3 A. That is correct.

4 Q. I am finished with that at this time,  
5 Mr. Carmosino. I would like to turn your attention  
6 back to the Commission rules.

7 A. Which one?

8 Q. It's your understanding, sir, that the  
9 Commission rule 18-06 sets forth the rules for  
10 utilities to disconnect customers if the customer is  
11 delinquent as defined by 18-04, correct?

12 A. Yes.

13 MS. BOJKO: Your Honor, at this time I  
14 would like to mark OCC Exhibit R, Administrative Code  
15 4901:1-18-06.

16 EXAMINER PARROT: So marked.

17 (EXHIBIT MARKED FOR IDENTIFICATION.)

18 MS. BOJKO: May I approach, your Honor?

19 EXAMINER PARROT: You may.

20 MR. McMAHON: Just as I did before, your  
21 Honor, I would like to note for the record the  
22 effective date on this document.

23 EXAMINER PARROT: It's April 5, 2015.

24 Thank you.

25 MR. McMAHON: Thank you.



1 Q. (By Ms. Bojko) Mr. Carmosino, do you have  
2 in front of you 4901:1-18-06?

3 A. I do.

4 Q. And similar to the other questions I've  
5 been asking you today regarding these Commission  
6 rules, is it your understanding that 18 is  
7 substantially similar, if not identical, to  
8 4901:1-18-06 that was in effect in 2011?

9 A. Yes.

10 Q. And Section (A) of 18-06 says that  
11 utilities must give residential customers a 14-day  
12 notice before service can be disconnected; is that  
13 correct?

14 MR. McMAHON: Objection. Form of the  
15 question, paraphrasing.

16 EXAMINER PARROT: Overruled.

17 A. It says after at least 14 days, yes.

18 Q. And (A) (1), and I am paraphrasing, (A) (1)  
19 says that no disconnection can be made after  
20 12:30 p.m. on the day before all services necessary  
21 for the customer to arrange for connection and the  
22 utility to perform reconnection; is that correct?

23 A. Correct.

24 Q. And 18-06(2) states there must be personal  
25 notice to the customer, at least an adult at the



1 residence, on the day of disconnection; is that  
2 correct?

3 A. Is that a paraphrasing of it?

4 Q. Yes.

5 A. Yes.

6 Q. And also in summary form, 18-06 requires  
7 the utility to provide notice to the customer or an  
8 adult consumer; is that correct?

9 A. Repeat the question.

10 Q. Sure. 18-06 requires a utility company to  
11 provide notice to either the customer or an adult  
12 consumer on the day of disconnection; is that  
13 correct?

14 A. Attempt to provide, yes.

15 Q. Well, let's look at (2), the very first  
16 sentence of 18-06(2) says "On the day of  
17 disconnection of service, the utility company shall  
18 provide the customer with personal notice"; is that  
19 correct?

20 A. That's what it says, yes.

21 Q. It doesn't have the word "attempt" in  
22 there, does it?

23 A. There is more to it. You were  
24 paraphrasing, so I was paraphrasing.

25 Q. Right. But on the first sentence it says



1     you shall -- a company "shall give the customer  
2     personal notice"; is that correct?

3           A.       Yes.

4           Q.       Okay. And then it states that if a  
5     customer is not at home, the utility still has to  
6     give personal notice, does it not?

7                   MR. McMAHON: Objection to form.

8           A.       If the customer is not at home, the  
9     utility company shall provide personal notice to an  
10    adult consumer. If neither the customer nor an adult  
11    consumer is at home, the utility company shall attach  
12    a written notice to the premises in a conspicuous  
13    place, yes.

14          Q.       So my statement was correct, that a  
15    utility company is required to provide personal  
16    notice. It provides different mechanisms to do  
17    that --

18          A.       Sure. Right.

19          Q.       -- but it requires them to provide  
20    personal notice; is that correct?

21          A.       Yes.

22          Q.       And if we go to 18-06(5) which is on  
23    page 2.

24          A.       Yes.

25          Q.       There is a list of specific requirements



1 for all disconnection notices or documents  
2 accompanying a disconnection notice; is that correct?

3 A. Yes.

4 Q. And Subsection (A) (5) (a) of the rule  
5 requires that disconnection notice -- that the  
6 disconnection notice include the account number, the  
7 total amount required to prevent disconnection of the  
8 regulated services, and/or a security deposit owed at  
9 the time of the notice; is that correct?

10 A. Yes.

11 Q. And then also subsection (A) (5) (b) of the  
12 rule requires that the disconnection notice include  
13 the earliest date when disconnection may occur; is  
14 that correct?

15 A. Yes.

16 Q. And (c) of that same section, so (A) (5) (c)  
17 of the rule requires that the disconnection notice  
18 include the local or toll-free number and address of  
19 the utility company's office for customers to contact  
20 about their account; is that correct?

21 A. Yes.

22 Q. And section (d) requires the disconnection  
23 notice to include specific language regarding how the  
24 customer may contact the Commission or the Consumers'  
25 Counsel; is that correct?



1           A.       Yes.

2           Q.       And (e) requires the disconnection notice  
3 to include the amount of the security deposit and a  
4 reconnection charge, correct?

5           A.       Yes.

6           Q.       And (f) of the rule requires the  
7 disconnection notice to include a statement that  
8 failure to pay charges for any nontariffed products  
9 or services may result in the loss of those products  
10 or services; is that correct?

11          A.       Yes.

12          Q.       And (g) discusses payment plan -- or  
13 states that the disconnection notice must include an  
14 explanation of the payment plans and options for PIPP  
15 customers; is that correct?

16          A.       That is correct.

17          Q.       And (h) of the rule requires the  
18 disconnection notice to include information regarding  
19 a medical certification program; is that correct?

20          A.       Yes.

21          Q.       Now, are you familiar with the medical  
22 certification program, sir?

23          A.       Yes.

24          Q.       In subsection (A) (5) (I) of the rule, it  
25 requires the disconnection notice include a statement



1 that a listing of the utility company's authorized  
2 payment agents is available by calling the company's  
3 toll-free customer service number; is that correct?

4 A. Yes.

5 Q. And MAC-2, the attachment to your  
6 testimony, MAC-2?

7 A. Yes.

8 Q. This is Duke's 14-day disconnection  
9 notice; is that correct?

10 A. The disconnection notice.

11 Q. On the customer's bill?

12 A. Yes.

13 Q. And the notice is in the box in the middle  
14 of the bill; is that correct?

15 A. There's some information contained in the  
16 middle of the box, yes.

17 Q. Okay. And the notice in the box doesn't  
18 include the amount of a reconnection charge; is that  
19 correct?

20 A. That is correct. Our disconnection  
21 notices, both the bill and the pink accompanying  
22 insert, that fills the requirement for all those  
23 rules.

24 Q. Okay. And so the -- you believe that a  
25 customer would have to have both, the disconnection



1 notice on the bill as well as the generic  
2 disconnection bill insert; is that your  
3 understanding?

4 A. Say that again.

5 Q. Your statement to me is that you believe  
6 that in order to have a 14-day notice, so to speak,  
7 the customer would have to look at the customer's  
8 bill for some information and then would also have to  
9 look at a separate generic disconnection bill insert?

10 MR. McMAHON: Objection.

11 Q. Is that correct?

12 MR. McMAHON: Mischaracterizes the  
13 witness's testimony. He defined what constituted the  
14 company's disconnection notice.

15 MS. BOJKO: That's actually what I was  
16 just trying to clarify.

17 EXAMINER PARROT: Overruled.

18 A. Our disconnection notice contains both the  
19 bill and the pink disconnect. That's what our  
20 disconnection notice is.

21 Q. And that's your 14-day disconnection  
22 notice; is that correct?

23 A. That is our disconnection notice, yes.

24 Q. Okay. And the -- the second piece of  
25 information that you say needed to be -- you say that



1 both documents need to be considered together; is  
2 that fair?

3 A. Yes.

4 Q. To be your notice?

5 A. Yes.

6 Q. And the second document that you are  
7 referencing that's not -- it's attached MAC-3; is  
8 that correct?

9 A. Yes.

10 Q. Okay. MAC-3 is the generic -- what we  
11 have been calling the generic pink disconnection  
12 notice; is that correct?

13 A. That's correct.

14 Q. Okay. And going back to the bill  
15 disconnection notice, the bill -- on the bill, the  
16 box on the bill, this does not include any specific  
17 language about a reconnection charge; is that true?

18 A. On this bill it does not, no.

19 Q. And on this bill, the notice doesn't  
20 include any specific language regarding how the  
21 Commission -- or how the customer --

22 A. It tells the customer there will be -- a  
23 reconnection charge will be required. I mean, I  
24 don't know what you mean specific as a dollar amount?  
25 Is that what you mean by "specific"?



1 Q. Yes.

2 A. It does not have the dollar amount on this  
3 bill, but there is a reference to a reconnection  
4 charge.

5 Q. Thank you. And the bill does not have  
6 language regarding how the Commission -- how the  
7 customer could call the Commission or the OCC to  
8 discuss its payment options as listed in (A)(5)(d) of  
9 the rule; is that correct?

10 A. It is on the pink disconnect, yes.

11 Q. So it is not on the bill; is that correct?

12 A. It's not on this bill. It's on the pink  
13 disconnect.

14 Q. Okay. And on this particular  
15 disconnection notice bill in the box or elsewhere, it  
16 doesn't include an explanation of different types of  
17 payment plan options; is that correct?

18 A. On the pink disconnect.

19 Q. Not on the bill?

20 A. Not on the bill.

21 Q. Thank you. And there is no information on  
22 the disconnection bill about medical certification  
23 either; is that correct?

24 A. On the disconnect?

25 Q. In your testimony on page 6 you state that



1 the insert, the pink insert that we were just talking  
2 about, MAC-3 --

3 A. I'm sorry, where are you now? I have got  
4 so many papers up here.

5 Q. I'm sorry, page 6 of your testimony.

6 A. Uh-huh.

7 Q. On lines 16 and 17 you state that  
8 Attachment MAC-3 was inserted into the bill. You say  
9 "was included with the utility bill mailed on  
10 October 4...." Do you see that?

11 A. Yes.

12 Q. Isn't it true you have no personal  
13 knowledge of whether the bill insert was actually put  
14 in the envelope and mailed to the Easterlings on  
15 October 4?

16 A. I have no personal knowledge specific, but  
17 it's my understanding that all disconnect bills get a  
18 pink disconnect notice.

19 Q. Right. But, again, you have no knowledge  
20 about the specific Easterling account; is that  
21 correct?

22 MR. McMAHON: Objection. Asked and  
23 answered.

24 EXAMINER PARROT: Sustained.

25 Q. And isn't it true you have no personal



1 knowledge as to whether the Easterlings received the  
2 bill or the bill insert?

3 A. I would have no idea if they got the bill  
4 or bill insert. According to our records in CMS, the  
5 bill was mailed.

6 Q. And isn't it true, sir, you are not the  
7 subject matter expert as to bill inserts and the  
8 actual bills; is that correct?

9 A. You mean as far as -- I mean, what do you  
10 mean I am not the expert on inserts? As far as how  
11 they are inserted into a bill?

12 Q. Are you the subject matter expert as to  
13 the insert and as to the bills?

14 A. I am not --

15 MR. McMAHON: Objection. Mr. Carmosino  
16 has been identified as a subject matter expert with  
17 respect to the company's credit and collection  
18 practice, policies, and procedures which include  
19 sending the bill, the pink bill insert with  
20 disconnection -- in customers' bills subject to  
21 disconnection.

22 EXAMINER PARROT: Overruled. I think he  
23 can say that then.

24 A. I am the subject matter expert as it comes  
25 to the disconnection process, which would include the



1 insert, but I feel like your question was about  
2 inserts in general and how they are inserted in a  
3 bill.

4 Q. So you are not the subject matter expert  
5 with regard to putting inserts into the envelope and  
6 making sure that mailings occur; is that fair?

7 A. That is fair.

8 Q. And, sir, you didn't personally put the  
9 inserts into the Easterlings' October 4 bill; is that  
10 correct?

11 A. I did not.

12 Q. And your only knowledge concerning the  
13 Easterlings' bill and the inserts that were included  
14 in the bill is with regard to Duke's practice of how  
15 those are collated and put together and mailed; is  
16 that correct?

17 MR. McMAHON: Objection. Mischaracterizes  
18 the witness's direct testimony.

19 EXAMINER PARROT: Overruled.

20 THE WITNESS: Can you repeat the question?

21 MS. BOJKO: Can I have it repeated,  
22 please?

23 (Record read.)

24 THE WITNESS: One more time.

25 MS. BOJKO: I will rephrase, your Honor.



1           Q.       Your knowledge regarding the inserts being  
2 included in the bill is with regard to the typical or  
3 regular practice of Duke; is that correct?

4           A.       It is our policy and procedures that that  
5 pink disconnect accompany every disconnect bill.

6           Q.       Right. But I am saying your knowledge  
7 that you just stated is regard -- is with regard to  
8 the typical or regular Duke practice. You are  
9 speaking generally, that's what your knowledge is  
10 with regard to; is that correct?

11          A.       Yes.

12          Q.       And is it true you did not attach to your  
13 testimony the written notice that Duke's service  
14 technicians leave at the customer's residence if the  
15 customer or adult consumer is not at home?

16          A.       I did not.

17          Q.       Let's look specifically at MAC-3, please,  
18 attached to your testimony. A couple of questions.

19          A.       Okay.

20          Q.       The document attached as MAC-3 is the --  
21 strike that.

22                   The document MAC-3 does not have  
23 information specific to the Easterlings' account; is  
24 that correct?

25          A.       It does not.



1           Q.       And it doesn't have any specific  
2 information to the Easterlings' account at all; is  
3 that correct?

4           A.       Correct.

5           Q.       And this document can be described as a  
6 form or generic disconnection notice; is that fair?

7           A.       Sure, yeah.

8           Q.       And did the October 4, 2011, bill mailed  
9 to the Easterlings that we just discussed a few  
10 minutes ago, Attached as MAC-2, does that bill  
11 reference the form or generic notice of MAC-3 that  
12 you state was included?

13          A.       Well, I think the bill says disconnect  
14 notice and the insert says disconnect notice. So I  
15 think it's in reference.

16          Q.       Does the bill specifically tell a customer  
17 to go review the included disconnection notice, the  
18 pink pamphlet?

19          A.       No.

20          Q.       And, sir, you are aware, sitting here  
21 through the last couple of days, that there were  
22 other inserts that were mailed with the -- allegedly  
23 mailed with the Easterlings' bill on October 4, 2011?

24          A.       That is my understanding, yes.

25          Q.       Okay. Let's go back to the Rule 18-06.



1 Could you turn to 18-06(B), please.

2 A. Sure.

3 Q. 18-06(B) is what's commonly called as the  
4 winter rule; is that correct?

5 A. No.

6 Q. You call this something else?

7 A. Yes.

8 Q. What do you call 18-06(B)?

9 A. The winter heating season.

10 Q. Okay. So the winter heating season that's  
11 previously defined as November 1 through April 15; is  
12 that correct?

13 A. Yes.

14 Q. And, sir, you don't believe that this  
15 winter heating season -- well, you don't believe that  
16 section 18-06(B) is the same as the winter reconnect  
17 order, do you?

18 A. I do not.

19 Q. But, sir, you believe the winter rule is  
20 the same thing as the winter reconnect order?

21 A. That is what Duke Energy and its customers  
22 refer to it as, yes.

23 MS. BOJKO: Well, I move to strike the  
24 reference to its customers. That's purely  
25 speculative. He has no idea what the customer would



1 or would not refer to it. I am asking from his  
2 company's perspective.

3 MR. McMAHON: I disagree, your Honor. The  
4 witness has identified his understanding and the  
5 common understanding of those phrases.

6 EXAMINER PARROT: I am going to allow the  
7 answer to stand and the Commission can take it for  
8 what it's worth.

9 Q. Do many of your customers use the winter  
10 reconnect order, sir?

11 A. The winter rule.

12 MR. McMAHON: Objection. Relevance.

13 EXAMINER PARROT: Hang on a second.  
14 Overruled. Go ahead.

15 A. I mean, I don't have the numbers in front  
16 of me. I know that we track the number of customers  
17 that use the winter reconnect order, but I haven't  
18 looked at them, so I don't know.

19 Q. And just so we're clear, even though  
20 18-06(B) is a rule, you would not call the -- this a  
21 winter rule?

22 A. I would refer to it as the winter heating  
23 season.

24 Q. Okay. And you do understand, sir, that  
25 the winter reconnect order has a different date time



1 frame than the 18-06(B) which you are calling the  
2 winter heating season?

3 A. That is correct.

4 Q. So if we look at 18-06(B), in summary,  
5 this rule states that if a payment is not received  
6 before the disconnection date during the winter  
7 heating season period, November 1 through April 15,  
8 then the utility shall not disconnect service for  
9 nonpay unless the utility does three things; is that  
10 correct?

11 MR. McMAHON: Objection.

12 A. Yes.

13 MR. McMAHON: Mischaracterizes, misstates  
14 what the rule provides.

15 EXAMINER PARROT: She did clarify that she  
16 was trying to summarize it and paraphrase it.

17 MS. BOJKO: I was trying not to read it.  
18 I'm sorry, your Honor.

19 EXAMINER PARROT: I think that's fine.  
20 Overruled.

21 Q. And 18-06(B) specifically references if  
22 payment or payment arrangements are not made to  
23 prevent disconnection before the disconnection date  
24 stated on the 14-day disconnection notice; is that  
25 correct?



1           A.       Yes.

2           Q.       And if payment is not made to prevent  
3       disconnection, the utility company is required to  
4       make contact with the customer or adult consumer at  
5       the premises 10 days prior to disconnection of  
6       service by personal contact, telephone, or  
7       hand-delivered written notice, or they can mail a  
8       disconnection notice -- a personal 10-day notice; is  
9       that correct?

10          A.       That's correct.

11          Q.       And if the company does choose to mail it,  
12       then they have to provide three extra days for  
13       mailing; is that correct?

14          A.       That is correct.

15          Q.       So it's your understanding that the 10-day  
16       notice required in 06(B)(1) extends the date of  
17       disconnection as stated on the 14-day notice by 10  
18       additional days.

19          A.       Ma'am, Duke Energy does it; provide the  
20       10-day notice. We provide a total of 24 days up  
21       front. We add the 14 and the 10 up front, giving the  
22       customers the total of 24 days. The Commission is  
23       aware of what we do. The auditors are aware of what  
24       we do and they have not found fault with that.

25               MS. BOJKO: Well, your Honor, I move to



1 strike the whole answer as nonresponsive because  
2 that's not what I asked him. I asked a different  
3 question entirely. At a minimum, any reference to  
4 what the Commission has or has not approved or an  
5 auditor, should be stricken.

6 THE WITNESS: Isn't the 2008 auditor  
7 report in this, where we provided our disconnection  
8 policies?

9 MS. BOJKO: There is an objection pending.

10 THE WITNESS: Oh.

11 EXAMINER PARROT: There is a motion  
12 pending and I am going to deny the motion. I think  
13 he did answer the question initially and then went on  
14 to elaborate on his response.

15 Q. (By Ms. Bojko) Okay. Could you look at  
16 (B)(1) of 18-06. Does it specifically state that the  
17 additional notice shall extend the date of  
18 disconnection as stated on the 14-day notice required  
19 by paragraph (A) of this rule by 10 additional days?

20 A. Ma'am, we don't ever disconnect after 14  
21 days, not in the summer, so we keep our timeline  
22 consistent. We do it all up front on the bill year  
23 round and that's how we do it. Okay? Again, we've  
24 been audited. The staff is aware of how we do it and  
25 nobody has ever told Duke that we were doing it



1       incorrectly. We provide 14 plus the 10. In the  
2       wintertime, the customer gets a 10-day notice prior  
3       to disconnection.

4               MS. BOJKO: Your Honor, at this time, I  
5       move to strike. All I asked him was what (B) (1)  
6       stated and I read it verbatim and I asked him if  
7       that's what the rule said.

8               MR. LANE: And on behalf of Mr. Pitzer, we  
9       are going to join in that motion.

10              EXAMINER PARROT: I will grant this one,  
11       Ms. Bojko.

12              MS. BOJKO: Thank you, your Honor.

13       Q.       (By Ms. Bojko) Sir, you would agree --

14              EXAMINER PARROT: Try it again.

15              MS. BOJKO: I'm sorry?

16              EXAMINER PARROT: Try it again. Your  
17       question.

18              MS. BOJKO: Thank you.

19       Q.       (By Ms. Bojko) 18-06(B) (1) states, does it  
20       not, this additional notice shall extend the date of  
21       disconnection as stated on the 14-day notice required  
22       by paragraph (A) of this rule by 10 additional days?

23       A.       We add it up front. We put -- we -- the  
24       14 plus the 10, we do it all up front, year round.  
25       It's less confusing for the customer.



1 Q. I understand.

2 EXAMINER PARROT: We have covered this  
3 ground already. Answer the question, please. She's  
4 just asking you what the rule states.

5 A. Can you repeat the question?

6 Q. Does the rule state, and I quote, "This  
7 additional notice shall extend the date of  
8 disconnection, as stated on the 14-day notice  
9 required by paragraph (A) of this rule, by 10  
10 additional days"?

11 A. That's what the rule says, but we follow  
12 the intent of the rule in the winter by providing 24  
13 days up front.

14 MS. BOJKO: Your Honor, I move to strike  
15 everything after "but."

16 MR. McMAHON: Your Honor, the witness is  
17 elaborating on his answer.

18 EXAMINER PARROT: And I allowed him to do  
19 it earlier. I will allow this one to stand. Enough  
20 on this, all right? Let's move on.

21 Q. You would agree, sir, that this rule 06(B)  
22 applies to a disconnection date of November 4?

23 A. I believe this rule applies to a date on a  
24 bill that occurs after November 1 or on November;  
25 that's what I think the rule is.



1           Q.       You don't believe that the rule applies to  
2       a disconnection that occurs between November 1 and  
3       April 15?

4                   MR. McMAHON:  Objection, your Honor.  
5       Mischaracterizes the witness's testimony.

6                   EXAMINER PARROT:  Overruled.  I am not  
7       sure I understood the testimony, so.

8           A.       Well, as I read the rule, it says  
9       November 1 through April 15, if payment or payment  
10      arrangements are not made to prevent the  
11      disconnection before the disconnection date stated on  
12      the 14-day disconnection notice, the utility company  
13      shall not disconnect service, and it goes on.  So, to  
14      me, it has to do with the date on the bill.

15          Q.       What date on the bill?

16          A.       The disconnection date on the bill.

17          Q.       So if service -- you think that the bill  
18      trumps if a disconnection occurs after November 1?

19          A.       I'm just reading how I think the rule is  
20      written.  I think that if the date on the bill is  
21      prior to November 1, that it's not a requirement that  
22      somebody get a 10-day notice.  That's all I am  
23      saying.  I am not going to say what trumps anything.  
24      That's how we interpret that rule.

25          Q.       So if a disconnection was scheduled, if a



1     disconnection date is November 4 in my example, do  
2     you believe that 18-06(B) applies?

3             MR. McMAHON:  Objection, your Honor.  The  
4     witness has already answered this question.

5             A.        I think it would depend --

6             EXAMINER PARROT:  I am not sure he has.

7             A.        It depends what date is on the bill.  That  
8     is my answer.  If the date on the bill is prior to  
9     November, they would not -- they would not be  
10    required to do this.  If the date on the bill is  
11    after November, it would.

12            Q.        I'm sorry.  Go ahead.  So you are stating  
13    that if Duke puts a date on the bill of August 1 and  
14    goes out and disconnects a customer on December 1,  
15    that this rule does not apply?

16            A.        I think that's a little farfetched.  I  
17    think we are talking about one particular account.  
18    Their disconnection date was October 28.  I don't  
19    think that they were required to get the additional  
20    10-day notice, although they did, they did get one, I  
21    don't think it's required.

22            Q.        So let me get this clear.  If Duke did  
23    put -- so you said "farfetched."  So you would say,  
24    yes, you believe 18-06 would apply under that  
25    circumstance if there was a date on the bill prior to



1 December 1, but they didn't really -- prior to  
2 November 1, but they didn't disconnect until  
3 December 1?

4 MR. McMAHON: Objection. Mischaracterizes  
5 his testimony.

6 A. Ma'am, what I am telling you is if the  
7 date on the bill is prior to November 1, we are not  
8 required to send an additional 10 days, although we  
9 did, we start that process a little earlier. If the  
10 date is after November 1, then we are required.  
11 That's all I'm saying.

12 Q. And you are referring to the date on the  
13 bill, not the actual disconnection.

14 A. That is correct.

15 Q. So even if a customer is disconnected  
16 during the period of November 1 to April 15, you do  
17 not believe that that customer should be afforded the  
18 additional 10-day notice; is that correct?

19 MR. McMAHON: Objection. Asked and  
20 answered several times now.

21 MS. BOJKO: Actually, it's a different  
22 question and he keeps answering differently.

23 MR. McMAHON: The witness explained his  
24 understanding of the rule which specifically refers  
25 to the date -- disconnection date stated on the



1 notice. Ms. Bojko may not like his answer or his  
2 explanation, but she keeps asking the same question.

3 EXAMINER PARROT: Sustained.

4 MS. BOJKO: Your Honor, I was asking about  
5 the 10-day notice this time. May I try to rephrase?  
6 I wasn't asking about -- I was asking about if a  
7 customer has to be mailed a 10-day notice if they're  
8 disconnected after November 1.

9 MR. McMAHON: And the witness has  
10 explained that this rule is triggered if the  
11 disconnection date stated on the notice falls on or  
12 after November 1. He has explained this several  
13 times. It's not the disconnection date that actually  
14 happens; it's the date on the bill, on the notice.

15 EXAMINER PARROT: That was my  
16 understanding as well, but.

17 MS. BOJKO: Your Honor, I am trying to run  
18 through some scenarios that the winter rule, what I  
19 call the winter rule --

20 EXAMINER PARROT: Stick with paragraph (B)  
21 of the rule.

22 MS. BOJKO: Thank you. Paragraph (B) of  
23 the rule applies during the period November 1 through  
24 April 15. It doesn't say it applies to bills before  
25 November 1 and November -- April 15. So I am trying



1 to ask him -- he is thinking only the Easterling  
2 account and I am trying to say, hypothetically, if  
3 there was a disconnection on December 1, would the --  
4 would the 06(B) be triggered.

5 MR. McMAHON: Again, Mr. Carmosino has  
6 explained several times that 18-06(B) is triggered if  
7 payment or payment arrangements are not made to  
8 prevent disconnection before the disconnection date  
9 stated on the disconnection notice. If that happens  
10 before November 1, it doesn't apply. It's not the  
11 actual date of disconnection when it happens.

12 MS. BOJKO: Your Honor, I move to strike  
13 his testimony. That's not -- I mean, the witness --  
14 I am trying to ask these various questions of the  
15 witness.

16 EXAMINER PARROT: Well, that was  
17 my understanding. I am agreeing with Mr. McMahon.  
18 That was my understanding of the testimony, I guess,  
19 so I'm sustaining the objection. If you have a  
20 question that's a totally different scenario, I  
21 guess, go ahead and try that, but I -- I think we've  
22 talked about his understanding of this rule.

23 Q. (By Ms. Bojko) So even if the company  
24 sends out a bill that has a date prior than November  
25 1, even if it's October 31, but they wait until



1 November 15 to disconnect, you don't think that that  
2 customer needs a 10-day notice; is that accurate?

3 A. That is true.

4 Q. And if the disconnect date is scheduled  
5 for November 1, do you believe the customer gets a  
6 10-day notice?

7 A. If the disconnection date on the bill is  
8 November 1, that is a requirement, yes.

9 Q. Okay. And if the disconnection date is  
10 November 1 and that disconnection date is on the  
11 14-day notice, is that disconnection date extended by  
12 10 days under 8-06(B)?

13 MR. McMAHON: Objection, relevance.

14 MS. BOJKO: Did I say -- 18-06.

15 MR. McMAHON: I don't know why any of  
16 these scenarios are relevant to the facts of this  
17 case, your Honor.

18 EXAMINER PARROT: Overruled. I do think  
19 it's helpful to understand how the witness interprets  
20 the rule.

21 Rephrase your question.

22 MS. BOJKO: Could I have it reread,  
23 please.

24 EXAMINER PARROT: Yes.

25 (Record read.)



1           A.       And so I will tell you no. We put the  
2 whole 24 days up front, the whole 24 days, the 14  
3 plus the 10 is front-loaded to every customer year  
4 round.

5           Q.       Let's go back to the second requirement of  
6 the winter rule. The second requirement is that the  
7 utility is required to inform the customer, adult  
8 consumer, that assistances for the payment of a  
9 utility --

10          A.       Can I stop you right there. Are you  
11 talking about the winter rule or a particular rule  
12 here? What are you talking about?

13          Q.       Did I use the word "winter rule"?

14          A.       You did.

15          Q.       18-06(B) .

16               EXAMINER PARROT: I am just calling it the  
17 "rule."

18               MS. BOJKO: Obviously, we have a miss -- a  
19 different understanding of what the winter rule  
20 means.

21               EXAMINER PARROT: Terminology. Call it  
22 the "rule."

23          Q.       18-06(B) has a second requirement which  
24 requires the utility to inform the customer or adult  
25 consumer that assistances for payment of utility



1 bills and for home weatherization are available.

2 A. Uh-huh.

3 Q. Is that correct?

4 A. Yes, it is.

5 Q. And that has to be done with the 10-day  
6 notice; is that correct?

7 A. Yes. It's on the 10-day notice, yes.

8 Q. And this rule, it's (B)(2) states that it  
9 has to be done with sufficient notice in order to  
10 allow the customer to pursue assistance; is that  
11 correct?

12 A. Yes.

13 Q. And the utility is also required, under  
14 this rule, to inform the customer of the right to  
15 enter into any of the payment plans set forth in rule  
16 18-05; is that correct?

17 A. The way I read the rule inform the  
18 customer or consumer of federal, state, and local  
19 government aid for payment of utility bills and home  
20 weatherization is available, and provides sufficient  
21 information to get other assistance. I don't see  
22 anything specific about payment plans in that (2.)

23 Q. I was referring to the third requirement  
24 which is under No. (3) and that the utility is  
25 required to inform the customer of their right to



1 enter into a payment plan set forth in 18-05; is that  
2 correct?

3 A. Uh-huh, uh-huh.

4 Q. I'm sorry. She needs a "yes" or "no" for  
5 the record.

6 A. Yes.

7 Q. Thank you. And isn't it true, sir, that  
8 this rule 18-0 -- 18-06(B) does not require that the  
9 use has had to have incurred during November 1  
10 through April 15?

11 A. That is correct.

12 Q. And you refer to the 6(B) requirement as a  
13 10-day notice or the final disconnection notice; is  
14 that correct?

15 A. Referring to it as the final notice, yes.

16 Q. And that's what you've included as  
17 Attachment MAC-4 to your testimony?

18 A. Yes.

19 Q. And in your testimony, you state that this  
20 form notice was mailed to the Easterlings on October  
21 19; is that correct?

22 A. Based upon our records in CMS, we show  
23 that a final notice was mailed, yes.

24 Q. You are familiar with CMS; is that  
25 correct?



1           A.       I am familiar with CMS, yes.

2           Q.       And you have no personal knowledge as to  
3 whether the notice was mailed to the Easterlings on  
4 November 19; is that correct?

5           A.       That is correct.

6           Q.       And on Attachment MAC-4, Mr. Easterling's  
7 or any of the Easterlings' name is not on this  
8 notice; is that correct?

9           A.       That is correct.

10          Q.       And the notice is not addressed to  
11 anybody. It lists "occupant or"; is that correct?

12          A.       That is correct.

13          Q.       And is the Easterlings' account number  
14 listed on Attachment MAC-4?

15          A.       No, it's not.

16          Q.       In the first line of the text in the  
17 notice states that the recipient should pay the  
18 amount noted on the last bill you receive and refers  
19 to the important message in the body of that bill; is  
20 that correct?

21          A.       That is correct.

22          Q.       So this is referencing the last bill that  
23 a customer would have received.

24          A.       Correct.

25          Q.       So if it was mailed on October 19 and this



1 is referencing the October 4 bill, that was received;  
2 is that correct?

3 A. Uh-huh, yes.

4 Q. And it doesn't say -- it doesn't have a  
5 date reference in it; is that correct? It doesn't  
6 say go look at your October 4 bill?

7 A. No.

8 Q. And if we did go look at the October 4  
9 bill, the amount that was referenced in the important  
10 message was \$248.82?

11 A. Yes.

12 Q. But the Easterlings made a payment between  
13 the October 4 bill and this October 19 alleged  
14 notice; is that correct?

15 A. Yes.

16 Q. So does this notice include the amount  
17 required to prevent disconnection of the regulated  
18 services?

19 A. This notice does not. If a customer makes  
20 a payment -- after the bill is rendered, but before  
21 the final notices, they have to know that they made  
22 that payment.

23 Q. Well, if they know that they made the  
24 payment, and they paid the delinquent bill, then they  
25 might not believe this final disconnection notice



1 applies anymore; is that correct?

2 MR. McMAHON: Objection. Assumes facts  
3 not in evidence.

4 A. Well, if they were ever confused, all they  
5 had to do is pick up the phone and call. Nobody ever  
6 called. None of our records ever say anybody called  
7 and there was any confusion. But this would tell me  
8 that they didn't satisfy the delinquent amount.

9 Q. Okay. This tells you that you had to go  
10 back and look and pay \$248.82 on the account; is that  
11 correct?

12 A. It tells you to go back and look at the  
13 bill. If you make a payment after that bill is  
14 rendered, you would have to subtract that portion  
15 out.

16 Q. Okay. And then if they subtracted that  
17 portion out, the only amount that was due at that  
18 time --

19 A. 105.33.

20 Q. Well, for the electric service it was only  
21 the \$66.33 cents that we discussed from the September  
22 bill; is that correct?

23 A. This is a combination account so the  
24 disconnection amount was 105.33.

25 Q. And for the electric services it was



1 66.33; is that correct?

2 A. That was the past due of the electric or  
3 the delinquent amount, but the disconnect amount was  
4 105.

5 Q. Well, the past due amount was 105. That  
6 disconnection amount is not listed on any of the  
7 notices; is that correct?

8 MR. McMAHON: Objection. Asked and  
9 answered.

10 A. The past due amount is in the October  
11 bill. They made a payment. They have to subtract  
12 that out of the 248.82.

13 Q. Okay. But I am asking you at the time  
14 they received this disconnection notice on October 19  
15 or thereabouts --

16 A. Yes, uh-huh.

17 Q. -- allegedly, that if they did, in fact,  
18 receive it, the only amount that would have been due  
19 for the electric service which is the one that was  
20 ultimately disconnected was \$66.33; is that correct?

21 MR. McMAHON: Objection. Asked and  
22 answered.

23 A. The disconnect amount for this account was  
24 \$105 --

25 MR. McMAHON: Mr. Carmosino, could you



1 wait until the Bench rules on my objection, please.

2 THE WITNESS: Sure.

3 EXAMINER PARROT: You are not waiting on  
4 your counsel, so. That's okay.

5 Overruled. Go ahead.

6 A. I don't know what the question was.

7 Q. I am asking you, when they received the  
8 bill on October -- when they -- if they received this  
9 disconnection notice on or about October 19,  
10 presumably after if it was mailed on October 19, when  
11 they received this disconnection notice the only past  
12 due amount for electric service was the \$66.33; is  
13 that correct?

14 A. If it is a combination account, that would  
15 be correct, there was outstanding gas and outstanding  
16 electric charges, yes.

17 Q. And do you know whether the rate on the  
18 bill was a tariffed rate?

19 A. It was a tariffed rate.

20 MS. BOJKO: Your Honor, at this time I  
21 would like to have marked as OCC Exhibit S,  
22 4901:1-18-05, a copy thereof.

23 EXAMINER PARROT: So marked.

24 (EXHIBIT MARKED FOR IDENTIFICATION.)

25 MS. BOJKO: May I approach?



1 EXAMINER PARROT: You may.

2 Q. Sir, do you have in front of you what has  
3 been marked as OCC Exhibit S?

4 A. Yes.

5 Q. And is that the Rule 4901:1-18-05?

6 A. Yes.

7 Q. And, sir, you are familiar with this rule?

8 A. Yes.

9 Q. And was the rule in 2011 substantially  
10 similar if not identical to the rule stated here?

11 A. Yes.

12 Q. And --

13 MR. McMAHON: Your Honor, I object to any  
14 questions about 18-05. There are no allegations in  
15 the amended complaint regarding this provision of the  
16 Ohio Administrative Code. There were in the original  
17 complaint, but they were specifically removed with  
18 the filing of the amended complaint.

19 MS. BOJKO: Your Honor, I would just  
20 respectfully, as we discussed at length yesterday,  
21 the interpretation of the amended complaint and  
22 what's at issue or not in this case.

23 EXAMINER PARROT: Overruled.

24 Q. Sir, is 18-05 have to do with  
25 contacting -- have to do with -- strike that.



1 Does 18-05 have to do with payment plans  
2 and responsibilities of the customer and the utility  
3 with regard to payment plans?

4 A. Yes.

5 Q. And these are the payment plans that were  
6 referenced in 18-06(B) that we just discussed?

7 A. Yes.

8 Q. And the 18-05 specifically talks about the  
9 winter heating season in 18-05(B)(3); is that  
10 correct?

11 A. Yes.

12 Q. And it's your understanding, sir, that  
13 during the heating -- winter heating season that the  
14 customers have to be offered an additional payment  
15 plan than what is typically offered?

16 A. Yes.

17 Q. And in 18-05(B)(3), it specifically  
18 requires the company to offer the additional payment  
19 plan, is that correct, in addition to the one-sixth  
20 and one-ninth plan?

21 A. Yes. Payment plans would be offered upon  
22 contact by a customer, a customer has to initiate the  
23 payment plan.

24 Q. And in this rule, it does not state that  
25 it's upon contact of the customer. It just says the



1 utility shall offer to any customer not already on a  
2 payment plan; is that correct?

3 MR. McMAHON: Objection, your Honor. The  
4 first four words, five words of subpart (A) say "Upon  
5 contact by a customer."

6 MS. BOJKO: Your Honor, I don't believe  
7 that (A) is applicable to section (B)(3) necessarily.  
8 I think that's an interpretation for this Commission.

9 EXAMINER PARROT: And I would like to hear  
10 what the witness thinks about it, so overruled.

11 A. That's the way I feel. "Upon contact by  
12 the customer...." The customer contact the utility.

13 Q. That's not what I asked. I asked if  
14 (B)(3) --

15 A. Oh.

16 Q. -- states that the "utility shall offer,"  
17 and it does not mention at all the customer  
18 contacting the utility.

19 A. Sure.

20 MS. BOJKO: Your Honor, I would like to  
21 mark as OCC T, a Finding and Order issued in Case  
22 No. 11-4913-GE-UNC, which is the applicable 2011  
23 winter reconnect order.

24 EXAMINER PARROT: So marked.

25 (EXHIBIT MARKED FOR IDENTIFICATION.)



1 MS. BOJKO: May I approach?

2 EXAMINER PARROT: You may.

3 Q. Sir, does this appear to be the winter  
4 reconnect order that was in effect in 2011 during  
5 October through August?

6 MR. McMAHON: Objection. August?

7 Q. Or, I'm sorry. It's getting late.  
8 October through April. I had the "A" right.

9 A. Yes.

10 MR. McMAHON: Just to be clear, your  
11 Honor, the dates are October 17, 2011, through  
12 April 13, 2012.

13 EXAMINER PARROT: Thank you.

14 MS. BOJKO: Thank you for that  
15 clarification.

16 Q. I'm sorry. Did you say "yes"? This was  
17 the winter reconnect order that was in effect in  
18 2011?

19 A. It appears to be, yes. I haven't read the  
20 whole thing, but it appears to be.

21 Q. And you are generally familiar with the  
22 winter reconnect orders, I think you told me this  
23 morning or earlier today; is that correct?

24 A. Generally, yes.

25 Q. And I said "2011," but this winter



1 reconnect order is in effect for the winter  
2 heating -- I don't want to call it the "winter  
3 heating season" because it's not -- it's in effect  
4 during a winter period through 2012, so it's  
5 October 17, 2011, through April 13, 2012, as just  
6 noted; is that correct?

7 A. Yes.

8 Q. And this winter reconnect order would have  
9 been applicable to the Easterling account during that  
10 time period; is that correct?

11 A. If the Easterlings would have called and  
12 invoked the winter reconnect order, yes.

13 Q. That's not what I asked. I asked if this  
14 would be applicable to the Easterling account.

15 MR. McMAHON: Objection. Asked and  
16 answered.

17 A. Yeah. I mean --

18 EXAMINER PARROT: Overruled.

19 A. -- the customer has to invoke the winter  
20 rule. So if they would have called and invoked the  
21 winter rule, it would have been applicable to their  
22 account.

23 Q. And this winter reconnect order would have  
24 been effective during the period of disconnection of  
25 the Easterling home; is that correct?



1           A.       Yes.

2           Q.       And isn't it true that the winter  
3       reconnect order does not require the usage to have  
4       been incurred during the period October 17, 2011,  
5       through April 13, 2012?

6                   MR. McMAHON:  Objection.  Vague,  
7       ambiguous.  Require as to what?

8                   MS. BOJKO:  I'll rephrase, your Honor.

9           Q.       In order to take advantage of the winter  
10      reconnect order, a customer usage does not have to  
11      occur between October 17, 2011, and April 13, 2012.

12          A.       That is true.

13          Q.       And are you aware that the winter  
14      reconnect order states that it is put in place in  
15      order to prevent injury to residential customers?

16          A.       I believe that's correct, yes.

17          Q.       Are you aware the winter reconnect states  
18      that the Commission expects the utilities to err on  
19      the side of maintaining service when there is a doubt  
20      as to the applicability or the interpretation of a  
21      rule?

22          A.       I would agree with that, yes.

23          Q.       And are you also aware that the winter  
24      reconnect order allows a customer to make a payment  
25      of less than 175 to secure any default previously



1      owed to the utility company?

2           A.       Are you talking about agreement default?

3           Q.       No. A delinquent amount, that any amount,  
4      past due amount, this winter reconnect order allows a  
5      customer to make a payment of less than 175 in order  
6      to maintain their service and then that not count  
7      against the winter reconnect order.

8           A.       That is true.

9           Q.       Sir, are you aware that the Easterlings  
10     had a second meter on their account?

11          A.       When?

12          Q.       During 2011.

13                 MR. McMAHON: Second meter on which  
14     account? Objection, sorry.

15          A.       I don't know if you mean --

16                 EXAMINER PARROT: Overruled.

17                 THE WITNESS: I don't know what she means.

18          A.       You are going to have to rephrase the  
19     question.

20          Q.       Are you aware --

21          A.       Gas and electric meter on one account?

22          Q.       Oh, no. I'm sorry. Thank you.

23          A.       Okay. I was confused?

24          Q.       You are aware that they has a gas and  
25     electric meter.



1           A.       I was.

2           Q.       Are you aware they had a second electric  
3 meter on the account?

4           A.       In 2011?

5           Q.       Yes.

6           A.       I was not.

7           Q.       So you wouldn't know where that second  
8 meter was? You didn't hear testimony yesterday or  
9 today about a second meter?

10          A.       Today, I would, but I didn't in 2011.

11          Q.       I thought you were asking me if the -- the  
12 account I was referencing was 2011.

13                 MR. McMAHON: Your Honor, object to the  
14 form of the question. The prior testimony has been  
15 about a separate electric meter on a different  
16 account to the garage. There is no second electric  
17 meter -- there is no evidence of one to the account  
18 at issue in this case.

19                 MS. BOJKO: I'll rephrase, your Honor.

20                 EXAMINER PARROT: Okay.

21          Q.       Were you aware that the Easterlings had a  
22 separate electric meter servicing their garage?

23          A.       Yes.

24          Q.       And, sir, are you aware that there was a  
25 credit on the second account?



1 MR. McMAHON: Objection, time frame.

2 A. I did not look at the second account. I  
3 don't know what was on it.

4 THE WITNESS: Oh, sorry. I was so  
5 focused.

6 EXAMINER PARROT: You are.

7 Q. So you -- you would not be aware that Duke  
8 actually owed money to the Easterlings during the  
9 period of disconnection?

10 MR. McMAHON: Objection. Presumes facts  
11 not in evidence.

12 MS. BOJKO: I asked if he was aware, your  
13 Honor.

14 EXAMINER PARROT: Overruled.

15 A. I was not, no.

16 Q. Almost done. Are you okay, sir?

17 A. I'm fine.

18 MS. BOJKO: Your Honor, at this time I  
19 would like to have marked as OCC Exhibit U, a  
20 discovery response titled Pitzer-INT-02-001  
21 Supplemental Confidential, so that will be one we  
22 will need to save for the confidential.

23 EXAMINER PARROT: Okay. So marked.

24 (EXHIBIT MARKED FOR IDENTIFICATION.)

25 MS. BOJKO: I am going to try to ask some



1 general without having to go into the confidential  
2 session, your Honor.

3 Q. Sir, Duke's disconnection policies and  
4 procedures with regard to the timelines remain the  
5 same as in 2011; is that correct?

6 MR. McMAHON: Objection. Remain the same  
7 compared to what?

8 MS. BOJKO: Today. Today's.

9 EXAMINER PARROT: Okay. With that  
10 clarification, go ahead.

11 A. August of 2011 we had a timeline change  
12 from 60 days to 30 days. So in August of 2011 to  
13 now, has remained the same.

14 Q. And you are familiar with the five-year  
15 review or I believe you called it an audit that was  
16 discussed earlier?

17 A. An "attic"?

18 Q. An audit.

19 A. Okay. There was a five-year review of the  
20 rules, yes.

21 Q. And Duke's threshold, disconnection  
22 threshold remains the same today as it did in 2011;  
23 is that correct?

24 A. Yes.

25 Q. And Duke's disconnection notices are the



1 same today as they were in 2011; is that correct?

2 A. As far as we had a bill and a pink  
3 disconnect, if you mean that type of disconnection  
4 notice, yes.

5 Q. Do you happen to have a copy of 08-1229 in  
6 front of you, which was the five-year review that you  
7 are discussing that was marked as Duke Exhibit I?

8 A. I don't know. There is a thousand papers  
9 here. C, B, A, B, F --

10 Q. I have another copy.

11 MS. BOJKO: May I approach, your Honor?

12 EXAMINER PARROT: You may.

13 MS. SPILLER: I don't think that's I. Is  
14 that the whole copy? It's like 170 pages.

15 MR. CARMOSINO: This has got Columbia Gas.  
16 Do you need to --

17 MS. BOJKO: I'm sorry, your Honor. In  
18 order to save paper, as Mr. Carmosino just pointed  
19 out, I just copied the section pertaining to Duke, I  
20 didn't copy all the other utility companies. Would  
21 you prefer I use yours? Okay. I thought I would get  
22 an objection about including other companies, so I  
23 just cut out Duke's take.

24 Q. So does this appear to be the review of  
25 Duke's credit collection practices in 2010? The



1 report is dated May 3, 2010.

2 A. I know about it. I'm not familiar with  
3 this. I wasn't in that department. I have heard  
4 things about this, but I am not familiar with  
5 everything that's in here, nor have I looked at it,  
6 so.

7 Q. And I'm just going to reference the Duke  
8 policies, I don't want to talk about any other gas  
9 company's policies, but is it your understanding that  
10 Duke's policy during the review period was 60 days  
11 past due and over \$100?

12 A. Two bills are in the 60-day bucket. I am  
13 not going to say 60 days past due. And it was \$100  
14 to my knowledge, yes. And I don't know when they --  
15 this started either. I thought it was earlier, but.

16 Q. So you are disputing the language in the  
17 audit report that says, in general, the minimum  
18 requirements for disconnection includes 60-day  
19 arrears?

20 A. Are we talking about a particular page?

21 Q. Oh, I'm sorry, 24. III-24. Only Section  
22 III is about Duke.

23 A. Okay.

24 MR. McMAHON: I would object, your Honor,  
25 to the extent the witness has already indicated he



1 has not reviewed this document. He is not familiar  
2 with it. And now Counsel is asking him about  
3 language within the document.

4 MS. BOJKO: Your Honor, he is the expert  
5 about disconnection processes and procedures, and I  
6 am only asking him about processes and procedures of  
7 disconnection.

8 EXAMINER PARROT: I would like to get  
9 there first. What page are you on again?

10 MS. BOJKO: 24, III-24.

11 MR. McMAHON: Just to be clear, your  
12 Honor, Counsel is asking about practices and policies  
13 that are no longer relevant to the facts at issue in  
14 this case as Mr. Carmosino has already testified.

15 MS. BOJKO: Well, that is something I  
16 think that's disputed, your Honor.

17 EXAMINER PARROT: All right. Rephrase  
18 your question, Ms. Bojko, and we will go from there.

19 MS. BOJKO: Okay. Thanks.

20 Q. (By Ms. Bojko) Does page 24 of the audit  
21 report state that in general, the minimum  
22 requirements for disconnection for Duke include  
23 60-days arrears with a balance of \$100 or more, no  
24 active payment arrangement in place to address the  
25 arrearage, and the first and second disconnection



1 notices have been delivered?

2 MR. McMAHON: Objection. Relevance, lack  
3 of foundation.

4 A. Yeah.

5 EXAMINER PARROT: Overruled.

6 A. I would say that I was the expert in  
7 August of 2011. I don't know when this was created.

8 Q. Okay. Well, does the document say that on  
9 page 24?

10 A. Does it say what?

11 MR. McMAHON: Objection. Asked and  
12 answered.

13 EXAMINER PARROT: Overruled.

14 A. Does it say what you --

15 Q. Just read, yes.

16 A. It does say that, but, again, I didn't  
17 create this document, I wasn't part of giving data  
18 for this, so for me to answer about some of this  
19 stuff, I don't really feel comfortable about,  
20 especially since this is the first time I have  
21 actually viewed it.

22 Q. Well, it's your understanding, sir, that  
23 this -- these minimum requirements for disconnection  
24 were in effect in 2011, at least through August of  
25 when you said there was a change; is that correct?



1           A.       Yes. Some of these, yes. I am not going  
2 to say everything. I haven't looked at everything.  
3 But, you know, two bills behind, a balance of 100.

4           Q.       And the two notices that are referenced in  
5 here would be the 14-day notice and the 10-day  
6 notice; is that correct?

7           A.       Yes.

8           Q.       And after part of -- well, no, all of  
9 2011, the requirement of the \$100 threshold was in  
10 effect during 2011, in October to November?

11          A.       Yes.

12          Q.       And I would like to talk about the policy  
13 of not disconnecting until the account reaches the  
14 threshold. Are all accounts eligible to be  
15 disconnected under Duke's \$100 threshold policy?

16          A.       All accounts are eligible to be  
17 disconnected under the \$100, yes.

18          Q.       So if they exceed \$100, then they are  
19 eligible for disconnection?

20          A.       Equal to or greater than 100, yes.

21          Q.       And isn't it true that you don't know  
22 whether all accounts that are eligible for  
23 disconnection are actually disconnected?

24          A.       That is a true statement.

25          Q.       And it's your understanding, sir, the



1 disconnect for nonpay order request in this case was  
2 created on November 2, 2011; is that correct?

3 A. No. Oh, yes, yes, yes. I thought --  
4 never mind, yes.

5 Q. And you believe that that notice was  
6 created for both the electric and the gas accounts?

7 MR. McMAHON: Objection to the form of the  
8 question. The reference was notice, and this  
9 question, the prior question, was about an order.

10 MS. BOJKO: I'm sorry. I didn't intend --

11 Q. A disconnect for nonpay order was for both  
12 accounts, gas and electric meters, on November 2,  
13 2011; is that correct?

14 A. Yes.

15 Q. And November 2, 2011, the DNP order was  
16 scheduled and then it was completed for the electric  
17 on November 4, 2011; is that correct?

18 A. That's my understanding, yes.

19 Q. And November 2, when the DNP order was  
20 created, that falls during the winter heating season;  
21 is that correct?

22 A. Yes.

23 Q. And it also falls under the winter  
24 reconnect order --

25 A. Yes.



1 Q. -- time frame?

2 A. Uh-huh.

3 Q. And since we use different definitions,  
4 November 2 also falls under 18-06(B); is that  
5 correct?

6 A. Yes.

7 MS. BOJKO: If I may have a minute, your  
8 Honor?

9 EXAMINER PARROT: You may.

10 Q. Sir, when we were talking about 18-06(B),  
11 there's nothing in 16 -- 18-06(B) that requires the  
12 usage to have occurred during the period of  
13 November 1 through April 15; is that correct?

14 A. Say -- repeat your question.

15 Q. There's nothing in 18-06(B) that requires  
16 a customer's usage to have had to have occurred  
17 during the period of November 1 through April 15 for  
18 Section (B) to apply; is that correct?

19 A. That is correct.

20 (CONFIDENTIAL PORTION EXCERPTED.)

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(OPEN RECORD.)

Q. (By Ms. Bojko) Sir, it's your understanding that by looking at the August bill, and you have also said you've examined the CMS for the Easterlings account; is that correct?

A. I would say that, yes.



1           Q.       Is it your understanding, sir, that until  
2 the missed payment on the August bill, that the  
3 Easterlings had not missed prior payments?

4           A.       I didn't review any prior payments. I  
5 have to believe, based on what I reviewed, that they  
6 were satisfactory payers. I don't know what to say.  
7 I mean --

8                   EXAMINER PARROT: That's fine.

9                   THE WITNESS: Okay.

10           MS. BOJKO: With the change in what's been  
11 redacted or not, your Honor, I am just trying to  
12 change my questions. I do have a couple more that I  
13 guess aren't considered confidential anymore pursuant  
14 to the release of certain information.

15                   EXAMINER PARROT: Okay.

16           Q.       (By Ms. Bojko) So could we turn to page 4  
17 of your testimony, sir, on line 6 and 7 of your  
18 testimony.

19           A.       Yes.

20           Q.       There's also a reference on page 5, lines  
21 21 and 22 of your testimony you state that it's  
22 Duke's policy to not disconnect customers who has an  
23 arrears on their account for less than \$100; is that  
24 correct?

25           A.       That is correct.



1 Q. And it's your understanding that that  
2 policy applies to both electric and natural gas  
3 accounts; is that correct?

4 A. Our policy is per account. So that  
5 applies if you are a combo account. It applies if  
6 you just have a single service account. It's per  
7 account.

8 Q. So you do agree with me that it applies to  
9 both the electric and the natural gas accounts; is  
10 that correct?

11 MR. McMAHON: Objection. Asked and  
12 answered.

13 MS. BOJKO: Well, he qualified his answer.  
14 I am trying to seek clarification.

15 MR. McMAHON: Objection. Mischaracterizes  
16 the witness's testimony.

17 EXAMINER PARROT: Sustained.

18 Q. Let me try again. If a customer has only  
19 gas service with Duke, are they allowed to -- does  
20 the \$100 threshold apply to them?

21 A. The gas-only account, yes.

22 Q. Yes. And for an electric-only account, it  
23 applies to them?

24 A. Yes. And you might as well complete it  
25 for a combo account, it applies to them. So we have



1 got it all now.

2 Q. Well, you are familiar with the  
3 Commission's rules, I think we read -- referred to it  
4 earlier, that requires combo customers to be treated  
5 the same as those customers that receive their  
6 services from separate utility companies. Do you  
7 recall that?

8 A. Yes.

9 Q. And page 5 -- strike that. I will have to  
10 save that for the confidential session.

11 Sir, you've stated today that you've  
12 reviewed some of the CMS records related to the  
13 account from August 2011 to November 2011 in  
14 preparation of this case; is that correct?

15 A. That is true.

16 Q. And you included three of those -- three  
17 screenshots as MAC-6; is that correct?

18 A. Yes.

19 Q. And isn't it true that you did not review  
20 all of the information related to the account?

21 A. That's a fair statement, yes.

22 Q. Nor did you review all of the linked  
23 screens available in CMS from the screenshots that  
24 you actually did review; is that correct?

25 A. That's probably -- that's a fair



1 statement.

2 MS. BOJKO: Your Honor, I believe the  
3 remaining questions I have would be for the  
4 confidential section.

5 EXAMINER PARROT: Okay. Let's go off the  
6 record.

7 (Discussion off the record.)

8 EXAMINER PARROT: Let's go back on the  
9 record.

10 Mr. Lane.

11 - - -

12 CROSS-EXAMINATION

13 By Mr. Lane:

14 Q. Okay. Mr. Carmosino, the documents that  
15 we have marked as the Pitzer exhibits are to your  
16 right. That's it. And they should all be together.

17 A. Okay.

18 Q. And I would like you -- well, before we do  
19 that, let me ask you a question. I want to follow up  
20 on something that Ms. Bojko was asking you about.  
21 You were stating that the disconnection period runs  
22 for 24 days. Do you recall that testimony?

23 A. The disconnection period.

24 Q. Well, the period of time that you give a  
25 customer. I am not sure how exactly you would



1 describe it.

2 A. 14 plus 10, yes. The disconnection notice  
3 on the bill.

4 Q. Correct.

5 A. Yeah.

6 Q. Okay. So what I am asking you is when  
7 does that 24-day period start? It's 24 days from  
8 when?

9 A. The bill prep.

10 Q. Okay. From the date the bill is prepared.

11 A. Yeah.

12 Q. Okay. So if I looked at the bill, it  
13 would be the date -- actually the date that the bill  
14 was prepared.

15 A. Yeah.

16 Q. All right. And if you need to, you can  
17 refer to it, it's in front of you, 06(B), so I  
18 believe that's Exhibit R. Not in my exhibits, but  
19 the exhibits that Ms. Bojko --

20 A. They are all scattered. I have no idea  
21 what you are talking. (B). Oh, here, you mean this?

22 Q. Yes. 06.

23 A. Got it.

24 MS. BOJKO: All of mine should be marked  
25 as OCC 6 -- or OCC --



1 MR. LANE: R.

2 MS. BOJKO: R, whatever the --

3 MR. LANE: Yeah.

4 Q. So if you could look at 06(B), where in  
5 there do you find the regulatory authority for Duke  
6 to do the 14 plus 10 from the date the bill is  
7 prepared that you were talking about?

8 MR. McMAHON: Objection, your Honor.  
9 Asked and answered. And this is also friendly cross  
10 from a party that's aligned with the OCC.

11 EXAMINER PARROT: Overruled.

12 A. I will tell you that our disconnect  
13 policies have been audited. That's how we do it.

14 Q. So the answer is it's not in the  
15 regulation.

16 A. I think the intent of the regulation is to  
17 provide 24 days in the summer and that's what we do.  
18 We just front load it.

19 Q. Okay. So in responding to my question,  
20 you are not referring then to the regulation.

21 A. I am saying that the intent of the  
22 regulation is 24 days, 10 plus 14, and that's what we  
23 do.

24 Q. All right. So you are not referring to  
25 any language in the regulation for the 10 plus 24.



1 A. I would not say 10 plus 24, correct.

2 Q. Okay. I'm sorry. 10 plus 14.

3 A. The rule is to provide the -- we provide  
4 the earliest date when we front load it. That's my  
5 answer.

6 Q. Okay. Now, back to the Pitzer exhibits.

7 A. Okay.

8 Q. I'd like you to refer to Exhibit E. They  
9 are lettered in the upper right-hand corner.

10 A. Yes.

11 Q. Could you state for the record what is  
12 this document?

13 A. It is a copy of a final notice.

14 Q. All right. And that final notice has  
15 customer -- well, first of all, let me ask you, is  
16 this a document that would be produced by Duke? And  
17 when I say "produced" I mean created by Duke. Is  
18 this a Duke document?

19 A. Yes.

20 Q. All right. And is this a document that  
21 Duke would have created in the ordinary course of  
22 business?

23 A. Yes.

24 Q. All right. And do you see a date at the  
25 top of that document?



1 A. Yes.

2 Q. And what is the date of that disconnection  
3 notice?

4 A. 2/8/11.

5 Q. 2/18/11?

6 A. 2/18/11. Sorry. Yeah.

7 Q. And there is a -- well, the numbers at the  
8 top of the document, below where it says "Final  
9 Disconnection Notice," that series of numbers, what  
10 are those?

11 MR. McMAHON: Objection, your Honor.  
12 Relevance. This document has nothing to do with the  
13 accounting question.

14 EXAMINER PARROT: Overruled.

15 A. It appears to be an account number.

16 Q. Okay. So the one that starts 276003,  
17 that's an account number?

18 A. Yes.

19 Q. All right. And below that there's a -- it  
20 looks like a barcode. What is that? There's a  
21 series of numbers?

22 A. I have no idea what that is.

23 Q. Okay. And below that it says "Occupant  
24 or"?

25 A. Yes.



1           Q.       It looks like there are two lines of  
2 information that are redacted. Do you see that?

3           A.       Yes, I do.

4           Q.       Okay. Below that it says "Middletown,  
5 Ohio" --

6           A.       Yes.

7           Q.       -- "45042-2274." Do you see that?

8           A.       Yes, I do.

9           Q.       All right. And to the right of that, it  
10 says "for service at occupant or" and there's some  
11 redactions. Do you see that?

12          A.       I do.

13          Q.       Okay. And below that it says "Apartment  
14 4," and it gives an address.

15          A.       Yes.

16          Q.       Or not an address, but a city, state, and  
17 zip.

18          A.       Yes.

19          Q.       Middletown, Ohio, right? So does this  
20 look to you like a disconnection notice that was  
21 created for a Duke account in February of 2011?

22          A.       A final notice, but yes.

23          Q.       Right. All right. And, Mr. Carmosino, I  
24 will represent that we received this document from  
25 Duke. Would you have any reason to disagree with



1 that?

2 A. No.

3 Q. All right. Thank you. I would like you  
4 to refer to your testimony, page 10, please, line 6.

5 A. Yes.

6 Q. All right. That testimony says that Duke  
7 Energy would mail a final disconnection notice to the  
8 customer at the service address on the account and to  
9 any third parties that the customers placed on the  
10 account. Do you see that?

11 A. Yes.

12 Q. So if a customer or someone on their  
13 behalf advised Duke that the customer wanted someone  
14 else to receive notices, then that additional person  
15 would receive notices as well; is that correct?

16 A. If the customer of record added a third  
17 party to their account, that customer would receive  
18 the notices, yes.

19 Q. But it doesn't say that in your testimony,  
20 does it? It simply says to the customer at the  
21 service address on the account and to any third  
22 parties that the customer placed on the account; is  
23 that correct?

24 A. That's what it says.

25 Q. All right. And, in fact, that's



1 consistent with OAC 06(A) (3) (a); isn't that correct?

2 A. I don't know. Say it again. It's  
3 consistent with what? 03?

4 Q. 18-06(A) (3) (a) .

5 A. Yes.

6 MR. LANE: I have nothing further, your  
7 Honor.

8 EXAMINER PARROT: Any public redirect?

9 MR. McMAHON: Yes. May we take a moment,  
10 your Honor?

11 EXAMINER PARROT: You may.

12 (Discussion off the record.)

13 EXAMINER PARROT: Let's go back on the  
14 record. Any redirect?

15 MR. McMAHON: Yes, thank you, your Honor.

16 - - -

17 REDIRECT EXAMINATION

18 By Mr. McMahon:

19 Q. Mr. Carmosino, could you take a look at  
20 MAC-4 attached to your direct testimony.

21 A. Yes.

22 Q. Can you explain to the Attorney Examiner  
23 what information would be reflected in that document  
24 on the version that was sent to the Easterlings?

25 A. It would have had their account number,



1 their name, a date, and the information that's here.

2 Q. Okay. And then when you look at Pitzer  
3 Exhibit E --

4 A. Pitzer exhibit what?

5 Q. E.

6 A. Yes.

7 Q. Can you explain to the Attorney Examiner  
8 why we have a copy of that document here with us  
9 today?

10 A. I would believe it was a quality check  
11 that somebody might have requested.

12 Q. And what do you mean by that?

13 A. That means they want to check the dates  
14 and make sure the form was accurate, that everything  
15 was lined up.

16 Q. And does the company keep copies of the  
17 final disconnection notice on every one that is  
18 actually sent to a customer?

19 A. No.

20 Q. Do you recall some questioning by Mr. Lane  
21 regarding the application of Section 18-06(A)(3) that  
22 is marked as, I'm sorry, OCC Exhibit R?

23 A. Yes.

24 Q. And giving notifications to a third party.  
25 Do you recall that line of questioning and your



1 answers?

2 A. Yes.

3 Q. Are you aware of any evidence in this case  
4 that a third party -- a third party or guarantor was  
5 added to the account in Estill Easterling's name?

6 A. No.

7 Q. And would you have seen any indication in  
8 the CMS records that you reviewed if that were the  
9 case?

10 A. I think it would have been an additional  
11 mailing address added and I did not see that.

12 Q. Now, are you familiar with the audit  
13 procedures used by the Commission when it comes to an  
14 audit of a public utility's practices and policies?

15 A. Some knowledge, yes.

16 Q. And are you aware whether the Commission  
17 or staff has ever reviewed or audited the company's  
18 practice, the structure by which they use a  
19 disconnection notice in the bill and a bill insert  
20 disconnection notice?

21 A. Yes.

22 Q. And could you explain?

23 A. There's been several gas customer service  
24 audits over the last several years where we provide  
25 our disconnection data which would have been a bill



1 and the pink disconnect, and we provided it in an  
2 audit, and to my knowledge they have never come back  
3 with anything that it wasn't accurate or correct.

4 Q. And are you familiar with a similar  
5 process with respect to the actual content of bill  
6 messages?

7 A. Yes. They would have -- the bill message  
8 for a disconnection would have been with the bill  
9 and, again, we would have provided that and there was  
10 no discrepancy.

11 Q. Ms. Bojko asked you a question with  
12 respect to the, I believe it was with respect to the  
13 application of 18-06 and the scenario that was given  
14 to you was the date of disconnection on the 14-day  
15 notice was October 31 and the disconnection date was  
16 November 15, I believe. And I believe your answer  
17 was that it -- it was not required for the company to  
18 send the final disconnection notice. Do you recall  
19 that?

20 A. Yes.

21 Q. But under that scenario, would the  
22 company, in fact, send a final disconnection notice?

23 A. Yes. We would have sent one, but I don't  
24 believe it's required.

25 Q. And why would the company have done that?



1           A.       Well, again, the company starts delivering  
2       final notices well before we're required to. And so  
3       knowing when we start them, I know that they would  
4       have gotten one. It's to err on the side of the  
5       customer to make sure the customer has all the  
6       information they need to get assistance if they don't  
7       pay their bills.

8           Q.       I just asked you a couple of questions  
9       about the audit process and any recommendations. Are  
10      you familiar with the time frame that the company  
11      follows to implement any recommendations from a  
12      particular audit?

13          A.       I don't think there is any necessarily  
14      time frames that -- if we were given information  
15      about an auditor's finding, we would implement that  
16      as long, as we agreed, as soon as we were informed of  
17      that.

18          Q.       And might that happen even before an order  
19      was entered by the Commission?

20          A.       I believe so, yes.

21                  MR. McMAHON: That's all I have, your  
22      Honor.

23                  EXAMINER PARROT: Thank you.

24                  Ms. Bojko.

25                  MS. BOJKO: Yes, your Honor. Thank you.



1                                   - - -

2                                   RECROSS-EXAMINATION

3       By Ms. Bojko:

4           Q.       Let's talk about your MAC-4,  
5       Mr. Carmosino. You have not seen a copy or the  
6       actual alleged notice that was provided to the  
7       Easterling account with the Easterling's information  
8       on it; is that correct?

9           A.       That is correct.

10          Q.       So it's fair to assume to say that you  
11       don't have or the company doesn't have a copy of  
12       that; is that correct?

13          A.       That is correct.

14          Q.       And you are aware of the record-retention  
15       policies stated in 4901:1-9, is that correct, -06?

16          A.       I know that there is a requirement, yes.

17          Q.       And you would assume, sir, that the  
18       company would follow the record-retention policies?

19          A.       I believe that there is record in CMS that  
20       a final notice was created and that's available.

21          Q.       I asked you, sir, if you believe the  
22       company would follow the record-retention policies  
23       set forth by the Commission's Rule 4901:1-9-06?

24          A.       Yes.

25          Q.       And, sir, is it your understanding that



1     there is an appendix attached to 4901:1-9-06 that  
2     sets forth a variety of records and what their  
3     retention policy is?

4           A.       I don't have one in front of me, but I am  
5     aware, yes.

6           Q.       And, sir, you would be -- are you aware,  
7     sir, that there is a record-retention policy of all  
8     reports or statements or documents, papers,  
9     pertaining to any incidents that result in personal  
10    injuries?

11           MR. McMAHON:  Objection.  Relevance.  
12    Outside the scope.

13           EXAMINER PARROT:  Overruled.

14           A.       Yeah.  I know that there's rules.  I don't  
15    have them memorized.  I would have to look at them.  
16    I don't have them in front of me, but I am aware  
17    there are rules.

18           Q.       And would you agree, sir, that there was  
19    an incident that resulted in personal injury with  
20    regard to the Easterling account in --

21           MR. McMAHON:  Objection.  Relevance.

22           Q.       -- in November of 2011?

23           EXAMINER PARROT:  Overruled.

24           THE WITNESS:  Can you repeat the question?

25           MS. BOJKO:  Could I have it reread,



1 please.

2 (Record read.)

3 MR. McMAHON: Further, objection, your  
4 Honor. It calls for a legal conclusion as to what's  
5 defined as an "incident" and how it relates to the  
6 company's practice.

7 EXAMINER PARROT: Ms. Bojko, I assume you  
8 are not asking for any sort of legal opinions from  
9 this witness.

10 MS. BOJKO: No, your Honor. He has  
11 testified today about the retention policies, so I am  
12 asking him about the retention policies.

13 EXAMINER PARROT: All right. With that,  
14 overruled.

15 A. I'm aware there was something. I am not  
16 sure -- I mean, based upon -- I don't -- I don't  
17 really know.

18 Q. I'm sorry, you don't know that this whole  
19 case is about the death of two individuals resulting  
20 from an electric service disconnection?

21 MR. McMAHON: Objection to that  
22 mischaracterization of his testimony and the issues  
23 before the Commission here. It's also argumentative.

24 EXAMINER PARROT: I am not sure you were  
25 finished anyway, Mr. Carmosino.



1 THE WITNESS: I mean, I am not even sure  
2 when --

3 EXAMINER PARROT: Setting Ms. Bojko's  
4 question aside, you can finish what you were saying.

5 THE WITNESS: I don't know when they were  
6 deceased. I don't know what caused it. I don't know  
7 anything like that, so I can't really answer her  
8 questions with regards to this.

9 Q. (By Ms. Bojko) Okay. You are the -- you  
10 filed expert testimony in this case on behalf of Duke  
11 regarding the complaint case; is that correct?

12 A. With regards to the disconnection, yes.

13 Q. And you're aware that the complaint  
14 actually alleges that Duke's improper disconnection  
15 of electric service led to the death of two  
16 individuals; is that correct?

17 MR. McMAHON: Objection, your Honor. It's  
18 now argumentative. The issues before this -- the  
19 Bench here are about disconnection procedures. As to  
20 what happened to the decedents is for another day and  
21 another forum.

22 EXAMINER PARROT: I think this question is  
23 fair game. Overruled.

24 THE WITNESS: Repeat.

25 MS. BOJKO: May I have it read, please,



1 your Honor?

2 (Record read.)

3 A. I believe that was the allegation.

4 Q. You just mentioned some audit findings  
5 with your counsel; is that right? Do you recall  
6 that?

7 A. Yes.

8 Q. And I thought you were unfamiliar with the  
9 audits, so I want to ask you --

10 A. He asked audit questions in general. I  
11 don't think he was specific to any audit.

12 Q. Okay. Well, you said that you remember  
13 several audits and the auditor findings and that they  
14 were -- seemed to be consistent with your practice or  
15 policy, did you not?

16 A. Oh, yes.

17 Q. Okay. If we --

18 A. I wasn't referring to this one. I was  
19 referring to a gas customer service audit and that I  
20 took part in.

21 Q. Okay. Let's turn to page III-23 of  
22 this -- of the audit report that's in front of you  
23 that's -- was filed in 08-1229-GA-COI.

24 A. Okay.

25 Q. The bottom of Section 23, it's describing



1 Duke's policies and practices --

2 EXAMINER PARROT: Hang on. Section III,  
3 page 23. You said "Section 23," so I am wanting to  
4 make sure I can follow along here.

5 MS. BOJKO: I'm sorry.

6 EXAMINER PARROT: Section III, page 23?

7 MS. BOJKO: Yes, your Honor. Thank you.

8 Q. (By Ms. Bojko) And the audit report, the  
9 auditor is NorthStar; is that your understanding?

10 MR. McMAHON: Objection. The witness has  
11 already testified he is not familiar with this  
12 particular report.

13 A. I'm not.

14 Q. Okay. The audit summarizes Duke's  
15 practices and it says that "In general for an Ohio  
16 customer with good credit, at 30-days past due a late  
17 payment charge would be applied and if the past due  
18 balance is greater than \$50, a late payment reminder  
19 is printed on the next bill." And "No reminder is  
20 provided if the balance is less than \$50." And if  
21 it's "60-days past due, the customer will receive a  
22 14-day disconnect notice on their bill. If no  
23 payment is received and no payment arrangements are  
24 made during the 14-day period, (at day 74), a 10-day  
25 disconnect notice is generated. Duke applies the



1 10-day notice in both the winter and non-winter.  
2 Residential customers become eligible for  
3 disconnection at day 84 and commercial customers  
4 become eligible at day 81." Did I read that  
5 correctly?

6 A. Yes.

7 Q. So in this scenario the auditor reviewed  
8 your practices and policies and decided that they  
9 were reasonable with regard to no payment arrangement  
10 made during the 14-day period, which is at day 74,  
11 and then that's when you generate a 10-day disconnect  
12 notice; is that correct?

13 MR. McMAHON: Objection.

14 A. I have no idea when this was written.

15 MR. McMAHON: Hold on, Mr. Carmosino.  
16 Vague, ambiguous, lack of foundation, and relevance.

17 MS. BOJKO: Your Honor, he made some  
18 pretty bold, broad statements in his counsel's  
19 redirect about audit -- audits, auditor findings and  
20 how they all agree with Duke's practice of 24 days.  
21 Well, this is an auditor that clearly does not  
22 believe that Duke has a 24-day disconnect policy.

23 MR. McMAHON: Your Honor, my questions on  
24 redirect did not in any way reference anything about  
25 24 days.



1 EXAMINER PARROT: I am going to sustain  
2 the objection. I think it's outside the scope of the  
3 redirect and the exhibit's already in the record and  
4 you can make any use of it you like in your brief.

5 MS. BOJKO: Okay.

6 Q. I guess in responding to your counsel's  
7 question, you did not go back to each of the audit  
8 reports that you had in your mind and see if the  
9 interpretation of your disconnect policies are in  
10 line with their interpretation of your disconnect  
11 policies; is that correct?

12 A. Say that one more time.

13 MS. BOJKO: Could I have it read?

14 (Record read.)

15 A. That is correct. I didn't go back and  
16 look at any audits.

17 Q. In the audits that you are referring to in  
18 response to your counsel's question, what kind of  
19 audits were those, sir?

20 A. They were the gas customer service audits.

21 Q. And, sir, to your knowledge were those  
22 produced to the parties in this proceeding?

23 A. To my knowledge, no.

24 Q. Sir, do you know whether the party -- the  
25 Consumers' Counsel requested audits to be provided in



1 discovery?

2 A. I don't know.

3 MS. BOJKO: I have nothing further, your  
4 Honor, thank you, on public.

5 EXAMINER PARROT: Mr. Lane.

6 - - -

7 RECROSS-EXAMINATION

8 By Mr. Lane:

9 Q. Mr. Carmosino, Mr. McMahon asked you about  
10 whether you saw any reference to third-party  
11 notifications in the CMS. I'll remind you, you  
12 testified before that you did not look at all the CMS  
13 records relating to this account; isn't that correct?

14 A. Yes.

15 MR. LANE: No further questions.

16 EXAMINER PARROT: All right. Let's go off  
17 the record just for a second.

18 (Discussion off the record.)

19 EXAMINER PARROT: Let's go back on the  
20 record. At this point we are going to enter  
21 confidential session again.

22 (CONFIDENTIAL PORTION EXCERPTED.)

23

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(OPEN RECORD.)

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12

EXAMINER PARROT: And, Mr. McMahon, I am  
guessing you are moving for the admission of Duke  
Exhibits L and M?

13

MR. McMAHON: Yes, your Honor.

14

15

EXAMINER PARROT: Any objections to the  
admission of either of those exhibits?

16

17

MS. BOJKO: I'm sorry, your Honor. Oh,  
no, no objections.

18

19

EXAMINER PARROT: Duke Exhibits L and M  
are admitted.

20

(EXHIBITS ADMITTED INTO EVIDENCE.)

21

22

EXAMINER PARROT: Thank you very much,  
Mr. Carmosino. You're excused.

23

THE WITNESS: Thank you.

24

EXAMINER PARROT: Ms. Bojko.

25

MS. BOJKO: Thank you, your Honor. I



1 would like to move the admission of Exhibits O  
2 through V.

3 EXAMINER PARROT: I think with respect to,  
4 tell me if you disagree, O through S are Ohio  
5 Administrative Code provisions. I don't think it's  
6 necessary to admit those as exhibits. They stand on  
7 their own as does the Commission's winter reconnect  
8 order which was OCC Exhibit 2. I don't think it's  
9 necessary. I'm sorry, T.

10 MS. BOJKO: Your Honor, I guess I agree  
11 wholeheartedly with regard to the rule provisions.

12 With regard to the winter reconnect order,  
13 there were references to that order throughout the  
14 hearing and there was references in my cross to  
15 Exhibit T. I guess I fear if it's not in the record,  
16 the cross might not make sense.

17 EXAMINER PARROT: I think that's why we go  
18 through the exercise of marking it and identifying  
19 what it is and so forth. I agree it's fine to mark  
20 it for purposes of ease of reference during the  
21 hearing, but I don't think it's necessary to admit  
22 any of those as exhibits.

23 MS. BOJKO: That's fine, your Honor. So  
24 then I will revise me motion to U and V.

25 EXAMINER PARROT: U and V. All right.



1 MS. BOJKO: And then also I would renew my  
2 motion for -- OCC H was already admitted. OCC  
3 Exhibit M is outstanding still.

4 EXAMINER PARROT: All right. Any  
5 objections?

6 MR. McMAHON: One second, your Honor.  
7 Sorry. OCC M. It's in here. I'm sorry. You  
8 already gave it to me.

9 Yes, your Honor, if memory serves, OCC  
10 Exhibit M, Ms. Bojko tried to use this with  
11 Mr. Danzinger and there was no foundation as to him,  
12 and I don't believe the second page, second side of  
13 that page was even referenced. She never came back  
14 and asked anyone else about that document. I thought  
15 Ms. Bojko said she might talk to Mr. Carmosino.

16 MS. BOJKO: Your Honor, it's a Duke record  
17 and it was produced by Duke. I think that it helps  
18 clarify the record with regard to certain dates and  
19 it more clearly identifies gas and electric dates  
20 pertaining to both of those. So I think it's  
21 relevant and I think it speaks to many of the issues  
22 that we have discussed throughout the last two days.

23 EXAMINER PARROT: You had objections with  
24 respect to U or V, Mr. McMahon?

25 MR. McMAHON: Not with respect to V.



1                   And then U, I don't believe a lot of U is  
2 relevant, but we didn't redact, per your Honor's  
3 directive. So, other than that, no other objection.

4                   EXAMINER PARROT: All right. We will go  
5 ahead and admit OCC Exhibits U and V.

6                   (EXHIBITS ADMITTED INTO EVIDENCE.)

7                   MR. LANE: Your Honor, I can probably help  
8 you out with respect to ours if that's where you are.

9                   EXAMINER PARROT: I'm sorry. I was still  
10 looking at M to see. It's been a while since I have  
11 looked at it. I was looking at it again.

12                   I think I will go ahead and admit also  
13 OCC Exhibit M and allow the Commission to decide  
14 whether or not it should be given weight in this  
15 proceeding.

16                   (EXHIBIT ADMITTED INTO EVIDENCE.)

17                   MR. McMAHON: Just one quick question,  
18 your Honor.

19                   EXAMINER PARROT: Yes.

20                   MR. McMAHON: I believe even with respect  
21 to Mr. Danzinger, there was only questions about the  
22 first page of Exhibit M. No witness offered any  
23 testimony about the second page.

24                   MS. BOJKO: Your Honor, I would just note  
25 that it was because it was objected to with regard to



1 Mr. Danzinger, but I still think that my  
2 discussion -- it's a Duke business record and that it  
3 defines the account and what was provided on the  
4 account during the period in question.

5 MR. McMAHON: Actually, the second page  
6 has a lot of events way outside the period in  
7 question.

8 MS. BOJKO: We actually discussed two of  
9 the events in one witness.

10 EXAMINER PARROT: I think I'm going to  
11 agree with you on that, Mr. McMahon, so if we want to  
12 get a copy of just the first page that was referenced  
13 which is the one that's labeled Duke Energy 4 at the  
14 bottom, is that right, correct?

15 MR. McMAHON: Yes, your Honor.

16 EXAMINER PARROT: All right. Do you have  
17 that? I am guessing not, so.

18 MR. McMAHON: We wrote on ours. Although,  
19 somebody has -- that was attached to other people's,  
20 the third -- the second page you had that was a  
21 duplicate.

22 EXAMINER PARROT: The duplicate page that  
23 I've removed from the --

24 MR. McMAHON: This will be Exhibit M. Do  
25 you know what I am talking about?



1 MS. BOJKO: Yes, I do.

2 EXAMINER PARROT: That will work, but I am  
3 not sure about the report because I think I took her  
4 duplicate page and I think I've shredded it at this  
5 point, so.

6 MS. BOJKO: I actually remember crinkling  
7 mine up in a ball and throwing it away.

8 MR. McMAHON: We need this, a clear page  
9 of this.

10 MS. SPILLER: I probably have one. It  
11 will take me a moment.

12 EXAMINER PARROT: All right. We will work  
13 on finding that.

14 MS. BOJKO: All my copies, your Honor, are  
15 duplicate.

16 MR. McMAHON: We got it, your Honor.

17 EXAMINER PARROT: I think they have got  
18 it.

19 MR. McMAHON: May I approach?

20 EXAMINER PARROT: You may.

21 Okay. Exhibit M is admitted only with  
22 respect to the page that we did discuss at some --  
23 some level of detail today. That's Duke exhibit --  
24 that's labeled as Duke Energy page No. 4 at the  
25 bottom right corner.



1 (EXHIBIT ADMITTED INTO EVIDENCE.)

2 EXAMINER PARROT: And, Mr. Lane, I think  
3 you mentioned?

4 MR. LANE: Yeah, I can probably help you  
5 out, so I would like to move for the admission of  
6 Pitzer Exhibit E.

7 EXAMINER PARROT: Okay.

8 MR. LANE: I am withdrawing my request to  
9 have F -- well, I never moved for the admission of F,  
10 G, and H, I just gave those to the court reporter, so  
11 I am going to withdraw those.

12 EXAMINER PARROT: Okay.

13 MR. LANE: With respect to Pitzer  
14 Exhibit I, I'm going to move for the admission of  
15 page 2, not page 1. Not page 3, not page 4, not page  
16 5. I do want to move for the admission of pages 6,  
17 7, 8, 9, and not 10.

18 MR. McMAHON: So to just make sure I am  
19 following, pages 2, 6, 7, 8, and 9?

20 MR. LANE: Correct.

21 EXAMINER PARROT: All right. Let's start  
22 with that one. Objections to any of those specific  
23 pages within Pitzer Exhibit I?

24 MR. McMAHON: Your Honor, I think the  
25 entire exhibit should come in. Counsel asked



1 questions. I mean, there are questions in the record  
2 regarding these documents.

3 MR. LANE: The reason I parsed the exhibit  
4 the way I did, those were the only pages I asked  
5 questions about. I had intended to ask Mr. Carmosino  
6 questions about it, but Ms. Bojko did such an  
7 extensive cross-examination that was not necessary.

8 EXAMINER PARROT: So is the company's  
9 preference the entire?

10 MR. McMAHON: I think the entire thing  
11 should come in.

12 MR. LANE: We have no objection to that.

13 EXAMINER PARROT: Well, with that, we will  
14 admit Pitzer I in its entirety.

15 (EXHIBIT ADMITTED INTO EVIDENCE.)

16 EXAMINER PARROT: All right. Let me go  
17 back and you also moved for Pitzer -- admission of  
18 Pitzer Exhibit E?

19 MR. LANE: Correct.

20 EXAMINER PARROT: Objections with respect  
21 to that one now that we have heard further testimony  
22 on it?

23 MR. McMAHON: Yes, your Honor. That's the  
24 form final disconnection notice that was sent to a  
25 different customer from a different time frame. It



1 has no bearing on this case. It's not relevant to  
2 the facts and issues before the Bench. And there  
3 already is a form notice that several represent --  
4 representatives testified to would have been sent to  
5 the Easterlings relating to this particular account.

6 MR. LANE: And obviously, your Honor, we  
7 are seeking to admit it because it demonstrates that  
8 a notice with actual customer information from 2011  
9 can be produced. And, therefore, we believe it's  
10 extremely relevant.

11 EXAMINER PARROT: And I think  
12 Mr. Carmosino actually addressed it in response to  
13 questions from you, Mr. McMahon. So I am going to  
14 admit it. And again, it will be a question for the  
15 Commission to decide its proper weight.

16 (EXHIBIT ADMITTED INTO EVIDENCE.)

17 EXAMINER PARROT: And then I think as a  
18 final housekeeping matter here, Duke Exhibit E is  
19 another one that we had -- that I had -- I should say  
20 I deferred a ruling on. But if I'm not mistaken, I  
21 think it's attached to testimony that's already been  
22 admitted, so.

23 MR. McMAHON: Yes. It's attached to  
24 Mr. Carmosino's direct testimony.

25 EXAMINER PARROT: That's the same, right?



1 MR. McMAHON: Yes, your Honor.

2 EXAMINER PARROT: I am trying to look  
3 through and make sure.

4 MR. McMAHON: And just for the record, it  
5 is --

6 EXAMINER PARROT: MAC-4.

7 MR. McMAHON: MAC-4, that's correct, your  
8 Honor.

9 EXAMINER PARROT: I will go ahead and  
10 admit Duke Exhibit E as well. It may be helpful to  
11 have a reference to it specifically. So we will  
12 admit that.

13 (EXHIBIT ADMITTED INTO EVIDENCE.)

14 EXAMINER PARROT: Any other exhibits that  
15 I have missed? I think that's all of them. Okay.  
16 At the conclusion of the pre -- let me ask, any  
17 further witnesses from anyone today in this case?  
18 Last chance.

19 All right. The parties had agreed at the  
20 conclusion of our prehearing conference on January 14  
21 to file simultaneous briefs which will be due on  
22 February 11, 2016. The company had also agreed to  
23 expedite the filing of the transcripts. We'll have  
24 two volumes, Volume I and II, to expedite the filing  
25 of those to facilitate a quick turnaround on



1 briefing, so I will just state that on the record for  
2 today.

3 Anything else to come before us this  
4 evening?

5 MS. BOJKO: You said February 11?

6 EXAMINER PARROT: February 11.

7 MS. SPILLER: Your Honor, for purposes of  
8 the transcripts, and we have spoken to the reporters  
9 about the deadline of tomorrow, assuming it will just  
10 be the public and then the confidential portions.

11 EXAMINER PARROT: Yeah. I think that's  
12 what we -- I think we talked about the possibility it  
13 may fall, depending on what time, and we are  
14 finishing rather later than I expected anyway this  
15 evening.

16 MS. BOJKO: I didn't hear your question,  
17 I'm sorry.

18 MS. SPILLER: To expedite the filing of  
19 the transcripts and give us the time to meet the  
20 February 11 deadline, we will have a public version  
21 and then a confidential version.

22 MS. BOJKO: Okay.

23 EXAMINER PARROT: Yes. Anything else?

24 MS. SPILLER: No, your Honor.

25 EXAMINER PARROT: All right. Thank you



1       very much.  We are adjourned.

2                       (Thereupon, at 7:00 p.m., the hearing was  
3       concluded.)

4                               - - -



## 1 CERTIFICATE

2 We do hereby certify that the foregoing is a  
3 true and correct transcript of the proceedings taken  
4 by us in this matter on Tuesday, February 2, 2016,  
5 and carefully compared with our original  
6 stenographic notes.

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Karen Sue Gibson, Registered  
Merit Reporter.

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13 \_\_\_\_\_  
Carolyn M. Burke, Registered  
Professional Reporter.

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15 (KSG-6149)

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

Summary: Transcript in the matter of Jeffrey Pitzer vs. Duke Energy Ohio, Inc. hearing held on 02/02/16 - Volume II electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs.