

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

**PHILLIP K. SYMON,**

**Complainant,**

**v.**

**THE CLEVELAND ELECTRIC  
ILLUMINATING COMPANY,**

**Respondent.**

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**Case No. 16-1886-EL-CSS**

**ANSWER OF THE CLEVELAND ELECTRIC ILLUMINATING COMPANY**

The Cleveland Electric Illuminating Company (“CEI”) is a public utility, as defined by § 4905.03(C) of the Ohio Revised Code, and is duly organized and existing under the laws of the State of Ohio. The Complaint of Phillip Symon (“Complainant”) consists of ten (10) numbered pages, with several paragraphs identified by dates. CEI will attempt to specifically answer each allegation in the Complaint. To the extent CEI does not respond to a specific allegation, CEI denies any such allegation.

Therefore, in accordance with Rule 4901-9-01(D) of the Ohio Administrative Code, Respondent CEI for its answer to the Complaint states:

**FIRST DEFENSE**

1. CEI states that the first page of the Complaint speaks for itself and no further response is necessary.

2. CEI states that the averments contained on the second page of the Complaint under the heading “Attachments” require no response. To the extent a response is required, CEI denies those assertions.

3. CEI denies all allegations contained on the second page of the Complaint in the paragraph immediately above the heading “September 12, 2016.”

4. As to the allegations contained on the second page of the Complaint, under the first entry marked “July 25, 2016,” CEI admits that Complainant’s meter was exchanged on July 25, 2016. CEI denies any negligence. CEI lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in this entry.

5. As to the allegations contained on the second page of the Complaint, under the second entry marked “July 25, 2016,” CEI admits that Complainant called CEI and spoke to a customer service representative on July, 25, 2016, regarding Complainant’s garage door opener. CEI denies the remaining allegations contained in this entry.

6. CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained on the second page of the Complaint, under the third entry marked “July, 25, 2016.”

7. As to the allegations contained on the second page of the Complaint, under the fourth entry marked “July 25, 2016,” CEI admits that Complainant contacted a customer service representative at or around 3:53 P.M. on July 25, 2016. CEI denies any negligence. CEI lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in this entry.

8. CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained on the second page of the Complaint, under the fifth entry marked “July, 25, 2016.”

9. CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained on the second page of the Complaint, under the sixth entry marked, “July, 25, 2016.”

10. As to the allegations contained on the second page and continuing to the third page of the Complaint, under the entry marked “July 26, 2016,” CEI admits that Complainant spoke with a customer service representative on July 26, 2016. CEI denies the remaining allegations contained in this entry.

11. CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained on the third page of the Complaint, under the entry marked “July, 27, 2016.”

12. As to the allegations contained on the third page of the Complaint, under the entry marked “July, 30, 2016,” CEI admits that it sent Complainant a letter, dated July 27, 2016. CEI states that the letter speaks for itself. CEI denies the remaining allegations contained in this entry.

13. CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained on the third page of the Complaint, under the entry marked “8/1-8/4, 2016.”

14. CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained on the third page of the Complaint, under the entry marked “8/5/2016.”

15. As to the allegations contained on the third page of the Complaint, under the entry marked “8/22/2016,” CEI admits that Complainant has included in his Complaint a letter that he allegedly received from Christina Cassady, of the Public Utilities Commission of Ohio, dated August 18, 2016. CEI further states that this document speaks for itself and, as such, requires no

further response from CEI. CEI lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in this entry.

16. CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained on the third page of the Complaint, under the entry marked “8/23-8/30, 2016.

17. CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained on the third page of the Complaint, under the entry marked “9/7/2016.”

18. CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained on the third page of the Complaint, under the entry marked “9/12/2016.”

19. CEI denies any remaining allegations contained on the third page of the Complaint.

20. CEI states that the documents attached comprising the remainder of the Complaint speak for themselves and, as such, no further response is necessary.

21. CEI denies any remaining allegations in the Complaint.

### **SECOND DEFENSE**

22. The Complaint fails to set forth reasonable grounds, as required by R.C. § 4905.26.

### **THIRD DEFENSE**

23. The Complaint fails to state a claim upon which relief can be granted.

### **FOURTH DEFENSE**

24. CEI at all times complied with Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and Tariff, PUCO No. 13, on

file with the Public Utilities Commission of Ohio. These statutes, rules, regulations, orders, and tariff provisions bar Complainant's claims.

**FIFTH DEFENSE**

25. CEI reserves the right to supplement its answer with other defenses, including affirmative defenses, as discovery progresses in this matter.

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

Respectfully submitted,

/s/ Erika Ostrowski  
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FirstEnergy Service Company  
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On behalf of The Cleveland Electric  
Illuminating Company

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer of The Cleveland Electric Illuminating Company has been served by U.S. mail upon the following individual on this 5th day of October, 2016.

Phillip K. Symon  
13151 Ebb Tide Circle  
North Royalton, Ohio 44133-5973

/s/ Erika Ostrowski  
Attorney for The Cleveland Electric  
Illuminating Company

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

**Commission of Ohio Docketing Information System on**

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**Case No(s). 16-1886-EL-CSS**

Summary: Answer of The Cleveland Electric Illuminating Company electronically filed by Ms. Erika Ostrowski on behalf of The Cleveland Electric Illuminating Company