

FILE

August 7, 2017

MONIQUE MOORE,  
Complainant,

Case No. 17-1563-EL-CSS

vs

THE CLEVELAND ELECTRIC  
ILLUMINATING COMPANY,

Respondent.

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ANSWER TO DISMISSAL AND REVISED COMPLAINT

In CEI's "First defense," CEI states that there are no factual allegations by the complainant, and if there were, CEI denies the allegations. However, CEI's second and third paragraph provides contradictory information by admitting to the crucial fact that they terminated services five and a half years ago. They further admit that on February 7, 2012, the Meter Reader observed an "Unsafe Condition" at the property which led to them terminating services. CEI conveniently denies knowledge of the meter reader assuming that there was fire at the property, and ironically fails to admit and/or acknowledge that the "belief" of a fire would classify as an "Unsafe Condition."

At no point throughout CEI's responses do they describe what constitute an "Unsafe condition." They attempt to evade the important following questions?

(a) Was the entire house unsafe since the meter reader only had access to the outside?

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(b) Was the meter unsafe?

(c) Were there wires protruding or sparking within the meter to make it "Unsafe"? And, was it CEI's responsibility to fix an unsafe meter?

(d) Exactly what was unsafe that the meter reader observed that required immediate termination of services?

(e) Furthermore, did the Illuminating Company inform the homeowner of the hazards?

(f) Did the illuminating company put the homeowner and her tenant, and the community in harms way by deliberately not fixing and maliciously leaving a potentially hazardous meter on the property?

In essence, in 2012, the Meter Reader deemed the meter to be "Unsafe" which warranted the utilities to be immediately terminated. However, CEI is charging \$2,425 dating back to May 27, 2015 even though, through their own admission, they disconnected services in 2012.

It appears that rather than admit that the meter reader was wrong in his or her assessment, CEI conveniently resorts to conjuring up an "Unsafe condition" defense to justify an improper disconnection of services. They also admit lacking information that would have given them the ability to form a reasonable belief or defense.

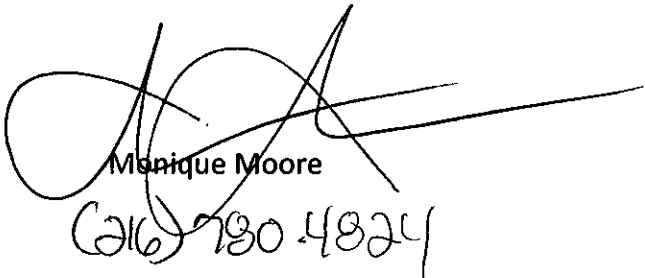
CEI also claims that I and Jwone Moore were unable to have services turned on in our name, yet the services were in our name prior to the services being illegally

interrupted. Furthermore, Jwone Moore had and continues to have CEI services listed at other properties.

Lastly, CEI states that tampering was observed in April 2017 but denies being called out to have services turned on by a potential tenant. Because CEI admits to not being able to form a belief or an opinion on most of their responses, this argument also fails to show WHY they were at the property in first place in April 2017. From May of 2015, CEI all of a sudden decided to show up in April of 2017, two and a half years later, REALLY!

With these facts in mind, it is obvious that the meter reader and CEI acted irresponsibly and recklessly by terminating my service and preventing me from receiving illuminating service thereby causing the loss of rental revenue from 2012 to the present.

As a result of their negligence, it is therefore being requested that I be awarded a total of \$50,000 for loss of income for five and a half years at fair market value for a two bedroom unit, improper termination of services, and unfair and unjust treatment at the hands of the Cleveland Illuminating Company. It is also being requested that services be immediately restored.

  
Monique Moore  
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