

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

STAR RAMBO,)	
)	
Complainant,)	
)	
v.)	Case No. 18-0041-EL-CSS
)	
THE TOLEDO EDISON COMPANY,)	
)	
Respondent.)	
)	

ANSWER OF THE TOLEDO EDISON COMPANY

The Toledo Edison Company (“Toledo Edison” or “Company”) is a public utility company, 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 Star Rambo (“Complainant”) consists of three (3) unnumbered pages containing a single unnumbered paragraph. Toledo Edison will attempt to specifically answer each allegation in the Complaint. To the extent Toledo Edison does not respond to a specific allegation, Toledo Edison denies any such allegation.

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

FIRST DEFENSE

1. Toledo Edison admits Complainant receives electric service from the Company at 5504 Woodridge Drive, Toledo, Ohio 43623 (the “Property”) under Account No. 110105978800.
2. Toledo Edison admits that service at the Property was established in Complainant’s name on or about September 16, 2014.
3. Toledo Edison admits that Complainant faked legal documents claiming to be divorced and informed the Company that her husband, Ward Rambo, no longer resided at the

Property when she requested that service be place in her name. By way of further response, upon information and belief, Toledo Edison avers that Complainant's assertion that Mr. Ward was no longer residing at the Property was false.

4. Toledo Edison admits that Complainant was told that, as a current and past resident at the Property, and part of the same household, she had to assume the then-outstanding balance on Account No. 110018651510, which, immediately prior to the creation of Complainant's account, was the account associated with the Property and in the name of her husband. By way of further response, the Company avers that Ohio Admin. Code 4901:1-18-10(A) expressly allows the Company to refuse an application for service if "the former customer and the new applicant for service continue to be members of the same household." Toledo Edison further avers that Complainant was fully aware of the billing history on the account at the Property before assuming responsibility for the outstanding balance, as she had spoken with Company representatives on approximately forty-six (46) separate occasions between 2009 and September 16, 2014, with respect to billing matters regarding Account No. 110018651510.

5. Toledo Edison denies that it was winter at the time Complainant's account was established and, further, denies that Complainant was not properly informed of her options.

6. Toledo Edison admits that Complainant's electric service was disconnected several times in the past year due to non-payment. By way of further response, Toledo Edison avers that the Company has previously entered into several installment payment agreements with Complainant to facilitate her payment of charges for electric service that were owed and past due, on each of which Complainant has defaulted. The Company further avers that, during the past two years, four payments made by Complainant were returned for non-sufficient funds, in an amount totaling \$5,278.69.

7. Toledo Edison avers that Complainant's outstanding balance as of January 5, 2018, was \$10,309.02.

8. Toledo Edison avers that Complainant at all times has been billed properly for electric service. By way of further response, Toledo Edison notes that Complainant "does not dispute that she is responsible for some of the past balance" and does not provide any factual basis for claiming or alleging that she is not responsible for all of the outstanding balance. Instead, Complainant states "I would just like a compr[om]ise on the bill..."

9. Toledo Edison denies any remaining allegations in the Complaint.

AFFIRMATIVE DEFENSES

In addition, Toledo Edison asserts the following affirmative defenses in response to the Complaint:

SECOND DEFENSE

10. The Complaint fails to set forth reasonable grounds for complaint, as required by Section 4905.26 of the Revised Code.

THIRD DEFENSE

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

FOURTH DEFENSE

12. Toledo Edison at all times complied with the Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and Tariff, PUCO No. 8, on file with the Public Utilities Commission of Ohio. These statutes, rules, regulations, orders, and tariff provisions bar Complainant's claims.

FIFTH DEFENSE

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

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

Respectfully submitted,

/s/ Robert M. Endris
Robert M. Endris (0089886)
Counsel of Record
Joshua R. Eckert (0095715)
FirstEnergy Service Company
76 South Main Street
Akron, Ohio 44308
Telephone: 330-384-5728
Facsimile: 330-384-3875
rendris@firstenergycorp.com
jeckert@firstenergycorp.com

*On Behalf of The Toledo Edison
Company*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer of The Toledo Edison Company was sent to the following by U.S. mail on this 31th day of January, 2018.

Star Rambo
5504 Woodridge Dr.
Toledo, Ohio 43623

/s/ Robert M. Endris
An Attorney for The Toledo Edison
Company

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in

Case No(s). 18-0041-EL-CSS

Summary: Answer Answer of The Toledo Edison Company electronically filed by Mr. Robert M. Endris on behalf of Endris, Robert Mr.