

Confidential Release

Case Number: 15-298-GE-CSS

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**Document Description: Unredacted deposition of
Mitchell A Carmosino**

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On Behalf Of: Duke Energy Ohio, Inc.

Summary of Document: Unreduced deposition of Mitchell A. Carmosino

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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

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

- - -

DEPOSITION - CONFIDENTIAL PORTION

of Mitchell A. Carmosino, taken before me, Carolyn D. Ross, Registered Professional Reporter, and a Notary Public in and for the State of Ohio, at the offices of Eberly, McMahon, Copetas, LLC, 2321 Kemper Lane, Ste. 100, Cincinnati, Ohio, on Friday, January 8, 2016, at 1:00 p.m.

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2016 JAN 22 AM 10:41

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-4620
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- - -

1 APPEARANCES:

2 Droder & Miller Co., LPA
3 By Donald A. Lane, Esq. (Via speakerphone)
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Cincinnati, Ohio 45206

5 On behalf of the Complainant.

6 Bruce J. Weston
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7 By Terry L. Etter, Esq. (Via speakerphone)
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9 Carpenter, Lipps & Leland, LLP
10 By Kimberly W. Bojko, Esq. (Via speakerphone)
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11 Columbus, Ohio 43215

12 On behalf of the Ohio Consumers'
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13 Duke Energy Ohio
14 By Amy B. Spiller, Esq.
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15 Eberly, McMahon, Copetas, LLC
16 By Robert A. McMahon, Esq.
2321 Kemper Lane, Ste. 100
17 Cincinnati, Ohio 45206

18 On behalf of the Respondent.

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1 (Confidential Portion Starts)

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3 EXAMINATION

4 BY MS. BOJKO:

5 Q. Mr. Carmosino, in your testimony -- in
6 the confidential version of your testimony as it is
7 redacted in the public version of your testimony, you
8 state that it is a Duke policy to not disconnect
9 customers who have arrears on the account equal to --
10 actually, strike that. Let me start again.

11 You state in your testimony that it is a
12 Duke policy that you will not disconnect a customer
13 who has an arrears on their account less than \$100;
14 is that correct?

15 MR. McMAHON: Counsel, are you referring
16 to a specific page and line number?

17 MR. LANE: Yeah. I was just going to
18 ask the same thing. Are you on Page 5, starting at
19 Line 18?

20 MS. BOJKO: Actually I was on -- it's
21 kind of a generic question, but it is on Page 4,
22 Lines 6 and 7, and, yes, it's on Page 5 of his
23 testimony as well.

24 MR. LANE: Thank you.

25 MR. McMAHON: Just to be clear for the

1 record, the only version of Mr. Carmosino's testimony
2 in front of him today and which has been marked as
3 OCC Deposition Exhibit 1 is the public version of the
4 testimony.

5 MS. BOJKO: Okay. I don't need to
6 mark -- well, I did already mark it, but he doesn't
7 need to have his testimony in front of him to answer
8 this question.

9 MR. McMAHON: Okay.

10 THE WITNESS: All right.

11 MR. McMAHON: If you can answer, go
12 ahead.

13 THE WITNESS: Can you repeat the
14 question?

15 MS. BOJKO: Could I have it reread,
16 please?

17 (Record read back as requested.)

18 THE WITNESS: Yes.

19 BY MS. BOJKO:

20 Q. And that policy applies to both electric
21 and natural gas accounts?

22 A. It applies to every account, yes.

23 Q. And on Page 5 of your testimony, you
24 state that the company, however, did not immediately
25 pursue disconnection of all delinquent accounts. And

1 with this statement, you're referencing that the
2 company does not pursue delinquent accounts that do
3 not meet or exceed the \$100 threshold; is that
4 correct?

5 MR. McMAHON: Counsel, are you referring
6 to the redacted portion on Page 5?

7 MS. BOJKO: Yes. That's why we're in a
8 confidential session.

9 MR. McMAHON: Well, I understand. But
10 the witness cannot read whatever you're reading from,
11 and he has no idea to confirm that you're reading
12 anything accurately. So it's a little bit difficult
13 for him to answer a question when you're asking him
14 to confirm that you're reading something correctly.

15 MS. BOJKO: I didn't ask him to confirm.
16 I asked him if that was the policy of Duke and
17 whether he made that statement in his testimony, that
18 the reason they would not immediately pursue
19 disconnection of all delinquent accounts was due to
20 the \$100 threshold requirement.

21 THE WITNESS: That is a reason we would
22 not, yes.

23 BY MS. BOJKO:

24 Q. Are there other reasons you would not
25 immediately pursue the disconnection of all

1 delinquent accounts?

2 A. Yes. If a customer, in Duke's term, had
3 a good pay history, we would first give them a
4 reminder message, even though they're technically
5 eligible for disconnection, we would provide them a
6 bill that says, "Hey, did you" -- and I'm
7 paraphrasing so, you know, "Did you forget to pay
8 your bill?" It is a reminder message.

9 Q. Okay. So as I understand it now that
10 they are -- there are what you would call two
11 exceptions to disconnecting a customer who was
12 delinquent; the one being whether their arrears was
13 under \$100, and the second being whether they were a
14 good -- what you called whether they had a good pay
15 history; is that correct?

16 A. Those are two reasons, yes.

17 Q. Are there more reasons?

18 A. No. Every account -- I mean, with those
19 exceptions, right, that would be the exceptions.

20 Q. I'm sorry. Yeah. Is there a third
21 exception? Are there more exceptions?

22 A. Not that I can think of right now, no.

23 Q. Okay. Thank you. And in your testimony
24 when you're discussing the \$100 threshold exception,
25 you use the term 30-day arrears. Could you define

1 what 30-day arrears means to you?

2 A. Yeah. Past due bucket, if you will,
3 it's what we consider your past due amount that is,
4 you know, in a 30-day arrearage bucket.

5 Q. So if I may paraphrase, so you believe
6 that this arrears means -- the 30-day arrears means
7 any amount that has been past due for 30 days?

8 A. No. It's past due, it's past the due
9 date. It's not necessarily 30 days past due. Past
10 due -- you have a due date. Once it becomes past
11 due, we consider it delinquent.

12 Q. Okay. So then what would -- so what
13 would -- 30-day arrears means that the -- I'm trying
14 to understand your explanation of a 30-day arrearage
15 bucket, and then your explanation to me just now that
16 if it's one day past the due date it's delinquent.

17 A. If a customer --

18 Q. What does the 30 days refer to then?

19 A. The bucket of the arrearages. So you
20 have a due date of a bill, right, and then you don't
21 pay. So then you kind of bill again and that becomes
22 past due, and we consider that in the 30-day
23 arreage bucket.

24 Q. Because you're assuming that it -- the
25 next bill would not be produced for 30 days?

1 MR. McMAHON: Objection to form.

2 THE WITNESS: Bills can be produced
3 anywhere between 27 days and I think 32.

4 BY MS. BOJKO:

5 Q. So is that a yes, that that's what
6 you're generically calling 30 days, 30-day arrears?

7 A. Is when the bill becomes past due, yes.

8 Q. And does good pay history mean the same
9 thing as good credit status?

10 A. Yes.

11 Q. And when you use those two terms, good
12 pay history and good credit status, what period of
13 time are you referring to with regard to their good
14 pay history or good pay status?

15 A. Twelve months, previous 12 months.

16 Q. So in your opinion, the Easterlings had
17 a good payment history for over 12 months; is that
18 correct?

19 MR. McMAHON: As of what point in time?

20 THE WITNESS: Right.

21 MS. BOJKO: As of the September 2011
22 bill.

23 THE WITNESS: No. As of the August --
24 the August bill, they were a good pay. So when they
25 got their bill in September, they were still

1 considered good pay; so they became reminder message
2 at that point because they missed it and they were
3 good pay during their August bill. So during
4 September, they now become a reminder notice.

5 BY MS. BOJKO:

6 Q. And under that situation, when could a
7 customer get back into a good pay status?

8 A. So after the reminder message if a
9 customer pays that bill, they would then again have
10 to pay -- be a good pay customer for 12 months before
11 they would go back to what we consider a good pay.

12 Q. So even if a customer missed a due date
13 by one day, they would have to be on time for the
14 subsequent 12 months in order to get back into a good
15 pay history --

16 A. Yes.

17 Q. -- status?

18 A. That is true.

19 Q. So it's your understanding as of the
20 August bill the Easterlings had not missed a payment
21 or were not late on a bill for the preceding 12
22 months?

23 A. I don't have all of their bill details
24 in front of me, but based upon what I see on their
25 September bill I have every reason to believe that

1 they met the criteria to be considered a good pay
2 customer. And I do think we allow them to be late
3 two times, but --

4 Q. I'm sorry, did you say two?

5 A. Yes.

6 Q. And just so I'm clear, you deem the
7 entire Attachment MAC-6 to be confidential; is that
8 correct?

9 A. Unfortunately I don't have it in front
10 of me, so I don't remember exactly what it is.

11 Q. Good point. Sorry. I guess your
12 counsel can answer.

13 MS. BOJKO: I'm assuming that it's being
14 confidential, that any CMS record on the account
15 you're deeming to be confidential; is that correct?

16 MR. McMAHON: That's correct.

17 BY MS. BOJKO:

18 Q. Okay. And, Mr. Carmosino, you stated
19 that you did review the CMS related to the -- the CMS
20 documents related to this account; is that correct?

21 A. For what time period?

22 Q. Well, I'm sorry, I guess I'm referring
23 to September, October -- August, September, October,
24 November for this account for 2011.

25 A. Yes, yes.

1 Q. Okay. And did you review those in
2 preparation of this case, or would you have had the
3 opportunity to review them back in -- in 2011?

4 A. I did not review them in 2011. It would
5 have been in preparation of this case.

6 Q. And would you have reviewed the account
7 in totality or only the three documents from CMS that
8 you attached to your testimony?

9 A. I don't really know what you mean by
10 "totality." I would have reviewed the account as it
11 pertains to the disconnection process.

12 Q. Okay. Well, I guess I'm just asking,
13 you attached three screenshots to your testimony as
14 Attachment MAC-6. Would there have been additional
15 screenshots or would this include all of the
16 information related to the account?

17 A. I did not review all the information
18 related to the account; so I would not have included
19 that in my information.

20 Q. I'm sorry, did you end your statement
21 with "I would not have included," included? It
22 seemed to cut off.

23 A. I said that I only included the part
24 that was pertinent to my testimony. I would not have
25 included everything.

1 Q. Okay. Did you review everything?

2 That's what I was asking.

3 A. No.

4 Q. I'm sorry, did you answer my question,
5 because it didn't come through?

6 A. Yeah. I said no.

7 Q. Oh, okay. Thank you. I'm sorry.
8 Sometimes your yeses and nos just -- they just don't
9 occur through the phone. I apologize.

10 That is all I have for the confidential.
11 Thank you so much, Mr. Carmosino, for your time.

12 MR. LANE: I have nothing further.

13 MR. McMAHON: We reserve signature.

14 MS. BOJKO: This concludes the
15 deposition. We can go off the record.

16 (Thereupon, the deposition concluded
17 at 3:36 p.m. Signature not waived.)

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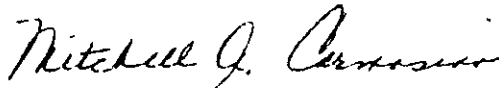
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1 State of Ohio :
2 County of : SS:
3 :

4 I, Mitchell A. Carmosino, do hereby
5 certify that I have read the foregoing transcript of
6 my deposition given on Friday, January 8, 2016; that
7 together with the correction page attached hereto
8 noting changes in form or substance, if any, it is
9 true and correct.

10 
11 Mitchell A. Carmosino

12 I do hereby certify that the foregoing
13 transcript of the deposition of Mitchell A. Carmosino
14 was submitted to the witness for reading and signing;
15 that after he had stated to the undersigned Notary
16 Public that he had read and examined his deposition,
17 he signed the same in my presence on the 20th day of
18 January, 2016.

19 
20 Notary Public



21 E. MINNA ROLFES
22 Notary Public, State of Ohio
23 My Commission Expires
24 July 8, 2017

25 My commission expires July 8, 2017.

CERTIFICATE

State of Ohio :
County of Muskingum : SS:

I, Carolyn D. Ross, Registered Professional Reporter and Notary Public in and for the State of Ohio, duly commissioned and qualified, certify that the within named Mitchell A. Carmosino was by me duly sworn to testify to the whole truth in the cause aforesaid; that the testimony was taken down by me in stenotype in the presence of said witness, afterwards transcribed upon a computer; that the foregoing is a true and correct transcript of the testimony given by said witness taken at the time and place in the foregoing caption specified and completed without adjournment.

I certify that I am not a relative, employee, or attorney of any of the parties hereto, or of any attorney or counsel employed by the parties, or financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Columbus, Ohio, on this 11th day of January, 2016.

Carolyn D. Ross,
Registered Professional
Reporter and Notary
Public in and for the
State of Ohio.

My commission expires April 3, 2019.

(CDR-79985)

CONFIDENTIAL VERSION

ERRATA SHEET

Please do not write on the transcript. Any changes in form or substance you desire to make should be entered upon this sheet.

TO THE REPORTER:

I have read the entire transcript of my deposition taken on the 8th day of January, 2016, or the same has been read to me. I request that the following changes be entered upon the record for the reasons indicated. I have signed my name to the signature page and authorize you to attach the same to the original transcript.

Page	Line	Change	Reason
		NONE	

Date 1-19-16 Signature: Mitchell J. Carmichael

This foregoing document was electronically filed with the Public Utilities

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in

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

Summary: Confidential Release Document - Unredacted deposition of Mitchell A Carmosino
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