

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

| | | |
|------------------------|---|-------------------------|
| LARS ST. JOHN, |) | |
| |) | Case No. 18-1899-EL-CSS |
| Complainant |) | |
| |) | |
| v. |) | |
| |) | |
| THE CLEVELAND ELECTRIC |) | |
| ILLUMINATING COMPANY, |) | |
| |) | |
| Respondent. |) | |

**DIRECT TESTIMONY OF PRINCESS DAVIS ON BEHALF OF
THE CLEVELAND ELECTRIC ILLUMINATING COMPANY**

INTRODUCTION

Q. PLEASE INTRODUCE YOURSELF.

A. My name is Princess Davis. I am employed by FirstEnergy Service Company as a Customer Services Compliance Specialist. FirstEnergy Service Company provides corporate support, including customer service, to FirstEnergy Corp.'s regulated public utility subsidiaries. In Ohio, these subsidiaries are Ohio Edison Company, The Cleveland Electric Illuminating Company ("CEI"), and The Toledo Edison Company.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A. I received a Bachelor of Science, Criminal Justice degree from Fairmont State University in December 1999, majoring in criminal justice with a minor in psychology. I have worked at either FirstEnergy Service Company or Allegheny Power Company ("Allegheny Power") in a customer service capacity for the last 18 years. I have held my current position since 2010, although after the merger the title was changed from Business Analyst to Customer Services Compliance Specialist.

Q. WHAT ARE YOUR CURRENT JOB RESPONSIBILITIES?

A. My job responsibilities include reviewing and responding to complaints made by customers of FirstEnergy Corp.'s regulated public utility subsidiaries to the Public Utilities Commission of Ohio ("Commission"), which process includes investigating facts including gathering information from subject matter experts. I also have responsibility for reviewing and responding to customer complaints in Maryland and West Virginia. Among other customer service related duties, I also provide training to new hires and to my peers within FirstEnergy regarding various state compliance requirements.

1 **Q. HAVE YOU EVER TESTIFIED BEFORE THE COMMISSION?**

2 A. Yes. I testified in Case No. 18-82-EL-CSS on behalf of The Toledo Edison Company. I
3 also testified in Case No's 17-2121-EL-CSS and 18-785-EL-CSS on behalf of CEI.

4 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THE PRESENT CASE?**

5 A. The purpose of my testimony is to provide expert testimony in response to the allegations
6 made by Mr. St. John ("Complainant") in his Complaint, which was filed on December 24,
7 2018.

8 **Q. DID YOU REVIEW ANY RECORDS RELATED TO THIS CASE?**

9 A. Yes, I have reviewed numerous business records related to this case maintained and
10 preserved within FirstEnergy's SAP system. These records, all of which were kept in the
11 course of regularly conducted business activity, include customer contact notes and other
12 customer service records, and various bills associated with the customer. It is the regular
13 practice of FirstEnergy and CEI to make and preserve these business records, and I
14 regularly rely upon such documents when investigating customer complaints in
15 accordance with my duties as a Customer Service Compliance Specialist. I also reviewed
16 the Complaint and the Company's Answer in this proceeding. Lastly, I reviewed the
17 relevant provisions of the Ohio Administrative Code.

18 **Q. CAN YOU PLEASE BRIEFLY DESCRIBE THE BACKGROUND OF THE**
19 **COMPLAINT?**

20 A. Yes. Complainant claims that a \$43.00 Home Energy Assistant Program ("HEAP") credit
21 was stolen from his account. Additionally, Complainant is disputing CEI's application of
22 \$42.27 in PIPL Make-up Charges to his account.

23 **Q. CAN YOU EXPLAIN HOW THE \$43.00 HEAP CREDIT WAS HANDLED BY CEI?**

1 A. Yes. As required by law, CEI applied the \$43.00 HEAP Credit to the outstanding
2 arrearages on Mr. St. John's account. This credit appears on Mr. St. John's February 28,
3 2018 bill. The effects of this credit being applied can be seen most clearly in the "Actual
4 Account Balance" section at the bottom of that invoice. That section shows that Mr. St.
5 John's previous bill (not account for him being on PIPP) was \$124.09. Between that
6 previous bill dated February 1, 2018 and this bill dated February 28, 2018, CEI received a
7 "Regular" HEAP payment (on February 7, 2018) and a \$10.00 payment (on February 14,
8 2018). These two payments account for the "Total payments/adjustments" credit of \$53.00
9 applied in the "Actual Account Balance" section of the invoice. Additionally, a "Current
10 bill arrearage credit" of \$28.82 was applied because Mr. St. John made his PIPP payment
11 (that February 14, 2018 payment referenced above). To calculate Mr. St. John's "Actual
12 Account Balance" as of February 28, 2018, as shown on the invoice, you add the resulting
13 balance after those credits are applied (\$42.27) to Mr. St. John's charges for consumption
14 from that period of \$66.38. As you can see, these credits and charges resulted in an "Actual
15 Account Balance" of \$108.65.

16
17 It appears that Complainant is confused as to how his February 1, 2018 and February 28,
18 2018 bills were treated. The February 1, 2018 bill included an HS deferred Invoicing Credit
19 of \$42.27, an Emergency HEAP Credit for \$120.58, a Security Deposit Refund of \$59.00
20 and a payment of \$10.00. Complainant's HS Deferred Invoicing Credit on this bill was
21 offset by \$42.27 in current charges due to a PIPL Makeup Obligation ("PIPP Default").
22 That amount carried forward into Complainant's total current charges on his February 28,
23 2018 balance.

1
2 As discussed above, the \$43.00 “Regular” HEAP payment Complainant alleges was
3 “stolen” was received by CEI on February 7, 2018 and appears on Mr. St. John’s February
4 28, 2018 invoice as a credit against his “Actual Account Balance.”

5 **Q. WERE THE \$42.27 IN PIPL MAKE-UP CHARGES ON THE FEBRUARY 1, 2018**
6 **INVOICE PROPERLY ASSESSED?**

7 A. Yes. CEI followed the relevant provision of the Ohio Administrative Code (“OAC”), OAC
8 122:5-2-02(H)(1)(d), which provides:

9 A PIPP Plus customer who is income eligible, voluntarily leaves PIPP Plus,
10 and then re-enrolls in PIPP Plus after twelve months and has no accrued
11 arrearage, is required to pay his/her first PIPP Plus payment upon re-
12 enrollment. If the customer re-enrolls in PIPP Plus after twelve months and
13 has an accrued arrearage, the customer is required to pay the missed PIPP
14 Plus payments for the number of months that he/she was not enrolled in
15 PIPP Plus, less any payments made by the customer up to the amount of the
16 customer’s arrearages, in addition to his/her first PIPP Plus payment.

17 **Q. HOW DOES THIS RULE APPLY TO COMPLAINANT?**

18 A. Complainant last unenrolled from the PIPP Plus program in July 2015 according to
19 company records. At the time Complainant voluntarily unenrolled from the program, his
20 monthly PIPP Plus obligation was \$53.00 and he had a past due PIPP Plus obligation of
21 \$20.00 for a total PIPP Plus obligation due of \$73.00.

22 **Q. HOW WAS THE PIPL MAKE-UP CHARGE CALCULATED?**

1 A. This was calculated by multiplying the monthly PIPP Plus obligation by the number of
2 months Complainant was unenrolled from the PIPP Plus program (maximum of 24
3 months). $\$53.00 \times 24 \text{ months} = \$1,272$. Then, the PIPP Plus Obligation due of $\$73.00$ is
4 added which brings the figure to $\$1,345$. Next, CEI took that amount and subtracted the
5 customer assistance payments credited to CEI's portion of Complainant's electric service
6 bill during the same period, which was $\$1,137.98$: $\$1,345 - \$1,137.98 = \$207.02$.
7 Next, the rule requires Complainant to pay the lesser of this calculated amount, or his
8 outstanding charges at the time of re-enrollment.

9 **Q. WHAT WAS THE AMOUNT OF THE OUTSTANDING CHARGES?**

10 A. At the time of re-enrollment, Complainant's outstanding charges were $\$52.27$, which is
11 less than the $\$207.02$. Therefore, Complainant was required to pay $\$52.27$ in PIPL Make-
12 up Charges. Because Complainant made a payment of $\$10.00$, that amount became $\$42.27$.
13 This amount offset the $\$42.27$ Deferred Invoicing Credit.

14 **Q. DID COMPLAINANT PAY THESE CHARGES?**

15 A. No. These charges were not paid and carried forward into Complainant's total current
16 charges on his February 28, 2018 and March 30, 2018 bills.

17 **Q. DID CEI VIOLATE COMMISSION RULES?**

18 A. No. CEI at all times complied fully with the Commission's rules and with CEI's tariff.

19 **CONCLUSION**

20 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

21 A. Yes; however, I reserve my right to supplement my testimony.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by U.S. mail to the following person on this 2nd day of May 2019.

Lars St. John
16700 Lakeshore Blvd. Apt 314
Cleveland, OH 44110

/s/ Scott J. Casto
*Attorney for Cleveland Electric Illuminating
Company*

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Summary: Testimony Corrected Direct Expert Testimony of Princess Davis electronically filed by Mr. Scott J Casto on behalf of The Cleveland Electric Illuminating Company