

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

Cincinnati Dental Care-	)	
Parneet S. Sohi, D.D.S. LLC	)	
4535 Montgomery Road	)	
Norwood, OH 45212	)	
	)	
Complainant,	)	Case No. 12-1938-EL-CSS
	)	
v.	)	
	)	
Duke Energy Ohio, Inc.	)	
	)	
Respondent.	)	

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**ANSWER OF DUKE ENERGY OHIO, INC.**

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For its Answer to the Complaint of Cincinnati Dental Care-Parneet S. Sohi, D.D.S. LLC (Complainant), Duke Energy Ohio, Inc. (Duke Energy Ohio or Company) states as follows:

1. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 of the Complaint and, therefore, denies all such allegations.
2. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2 of the Complaint and, therefore, denies all such allegations.
3. Duke Energy Ohio admits that, at various times, the Company provided gas and electric service to Cricket at the property located at 4535 Montgomery Road, Cincinnati, Ohio. Duke Energy Ohio further admits that, at various times, the Company provided gas and electric service to Jackson Hewitt at a different property located at 4537 Montgomery

Road, Cincinnati, Ohio. Duke Energy Ohio denies the remaining allegations of paragraph 3 of the Complaint.

4. Duke Energy Ohio admits that its prior customer (Cricket) at 4535 Montgomery Road, Cincinnati, Ohio requested that utilities services be taken out of its name. Duke Energy Ohio further admits that the Company did not disconnect the utilities at 4535 Montgomery Road, Cincinnati, Ohio, put the gas and electric service in another customer's name or generate a bill because the Company did not know at that time which responsible party was using and enjoying the benefit of its gas and electric services. Duke Energy Ohio denies the remaining allegations of paragraph 4 of the Complaint.
5. Duke Energy Ohio denies the allegations of paragraph 5 of the Complaint because they presuppose the existence of a duty on the Company's part. Further answering, Duke Energy Ohio states that, in accordance with its tariffs on file with the Commission and other applicable rules promulgated by the Commission, the individual person or corporate entity responsible for paying for the Company's gas and electric services is the customer of record or the party which directly or indirectly uses or enjoys the benefit of the Company's gas and electric services.
6. Duke Energy Ohio admits that the Company did not disconnect the utilities at 4535 Montgomery Road, Cincinnati, Ohio, put the gas and electric service in another customer's name or generate a bill because the Company did not know at that time which responsible party was using and enjoying the benefit of its gas and electric services. Duke Energy Ohio denies that the owner of the property located at 4535 Montgomery Road, Cincinnati, Ohio lacked actual or constructive knowledge of the gas and electric services being provided to and used at that property from August 1, 2011, through March

2012. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 6 of the Complaint and, therefore, denies all such allegations.
7. Duke Energy Ohio lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 7 of the Complaint and, therefore, denies all such allegations.
  8. Duke Energy Ohio admits the allegations of paragraph 8 of the Complaint.
  9. Duke Energy Ohio admits the allegations of paragraph 9 of the Complaint. Further answering, Duke Energy Ohio later discovered facts and information calling into question the validity and legitimacy of the information and documents provided by Complainant to the Company.
  10. Duke Energy Ohio admits that the Company was prepared to disconnect utility services at 4535 Montgomery Road, Cincinnati, Ohio because, in part (1) no legitimate customer had applied for and been approved for service by the Company at that address for months and (2) someone had been using gas and electric services without paying for those services for months. Further answering, Duke Energy Ohio admits that the Company did not disconnect services on April 13, 2012. Duke Energy Ohio denies the remaining allegations of paragraph 10 of the Complaint.
  11. Duke Energy Ohio admits that, on April 16, 2012, the Company briefly disconnected the gas and electric services at 4535 Montgomery Road, Cincinnati, Ohio and restored all services later in the same day. Duke Energy Ohio denies the remaining allegations of paragraph 12 (mis-numbered) of the Complaint.

12. Duke Energy Ohio admits the allegations of paragraph 13 (mis-numbered) of the Complaint.
13. Duke Energy Ohio admits that the Company responded to Complainant's informal complaint and explained in a detailed letter provided to both Complainant and the Commission how and why the Company acted in the manner in which it did with respect to the unbilled and unpaid-for gas and electric services provided by the Company and used by Complainant at 4535 Montgomery Road, Cincinnati, Ohio since the end of July 2011 without the Company's knowledge or consent. Further answering, Duke Energy Ohio states that the Company accommodated Complainant's business during the pendency of the informal complaint by continuing to provide gas and electric services to Complainant at 4535 Montgomery Road, Cincinnati, Ohio. Duke Energy Ohio denies the remaining allegations of paragraph 14 (mis-numbered) of the Complaint.
14. Duke Energy Ohio denies the allegations of paragraph 15 (mis-numbered) of the Complaint.
15. Duke Energy Ohio denies the allegations of paragraph 16 (mis-numbered) of the Complaint.
16. Paragraph 17 (mis-numbered) of the Complaint does not contain allegations of fact and, instead, contains argument and other legal posturing. To the extent an answer is required, Duke Energy Ohio denies the allegations of paragraph 17 (mis-numbered) of the Complaint. Further answering, Duke Energy Ohio acknowledges that the Company may not disconnect Complainant's services for non-payment of the *disputed* utility charges but reaffirms its right and obligation to disconnect services if Complainant does not pay

all *undisputed* utility charges, as more fully provided in and authorized by the Company's tariffs on file with the Commission.

17. Duke Energy Ohio denies all allegations of the Complaint not expressly admitted herein.

### **AFFIRMATIVE DEFENSES**

18. The Complaint fails to state a claim against Duke Energy Ohio upon which relief may be granted.

19. Duke Energy Ohio asserts as an affirmative defense that pursuant to R.C. 4905.26 and O.A.C. 4901-9-01-(B)(3), Complainant has failed to set forth reasonable grounds for complaint.

20. Duke Energy Ohio asserts as an affirmative defense that at all times relevant to Complainant's claims, Duke Energy Ohio has provided reasonable and adequate service and has billed the Complainant according to all applicable provisions of Title 49 of the Ohio Revised Code and regulations promulgated thereunder, and in accordance with all of Duke Energy Ohio's filed tariffs.

21. Duke Energy Ohio asserts as an affirmative defense that at all times relevant to Complainant's claims, the Company acted in conformance with O.A.C. 4901:1-10-22 and 4901:1-13.

22. Duke Energy Ohio asserts as an affirmative defense that Complainant fraudulently used the Company's gas and electric services for months without applying or paying for those services.

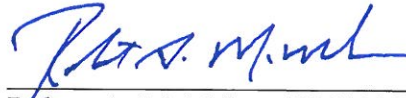
23. Duke Energy Ohio asserts as an affirmative defense that Complainant submitted false and fraudulent information to the Company when it applied for gas and electric service at 4535 Montgomery Road, Cincinnati, Ohio in early April 2012.

24. Duke Energy Ohio asserts as an affirmative defense that, upon information and belief, Parneet S. Sohi owns, manages and otherwise controls the limited liability company Sean S. Properties, LLC which owns the building located at 4535 Montgomery Road, Cincinnati, Ohio. Parneet S. Sohi also owns, manages or otherwise controls Complainant. As such, Dr. Sohi had actual or constructive knowledge of all matters relating to the building located at 4535 Montgomery Road, Cincinnati, Ohio—including but not limited to when tenants vacated the premises and the use of gas and electric services at the property—and, therefore, all such knowledge is imputed to both of his companies (Complainant and Sean S. Properties, LLC).
25. Duke Energy Ohio asserts as an affirmative defense that, pursuant to Ohio Revised Code Section 4905.26, the Commission lacks subject matter jurisdiction and authority to award money damages.
26. Duke Energy Ohio reserves the right to raise additional affirmative defenses or to withdraw any of the foregoing affirmative defenses as may become necessary during the investigation and discovery of this matter.

### **CONCLUSION**

WHEREFORE, having fully answered, Duke Energy Ohio, Inc. respectfully moves this Commission to dismiss the Complaint of Complainant Cincinnati Dental Care-Parneet S. Sohi, D.D.S. LLC with prejudice; deny Complainant's Request for Relief, if any; and grant the Company such other, further and different relief as the Commission deems just and appropriate.

Respectfully submitted,



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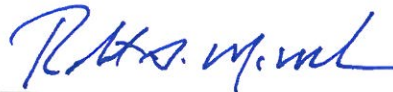
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Attorneys for Duke Energy Ohio, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer to the Complaint of Cincinnati Dental Care was served via regular US Mail, postage prepaid, this 16<sup>th</sup> day of July, 2012, upon Complainant's counsel of record:

Deepak K. Desai, Esq.  
Santen & Hughes  
600 Vine Street, Suite 2700  
Cincinnati, OH 45202



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Robert A. McMahon