BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint )

of Larry W. Peterson )

)

)

Complainant ) Case No. 14-0744-EL-CSS

)

v. )

)

Duke Energy Ohio, Inc. )

)

Respondent )

DIRECT TESTIMONY OF

MELISSA COFFMAN

ON BEHALF OF

DUKE ENERGY OHIO, INC.

Dated: May 14, 2015

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MC-2 Monthly statements for Larry Peterson’s Account No. 9430-02702-25-2 at 3944 Roosevelt Blvd., Middletown, OH 45044 for usage from September 5, 2013, through January 9, 2014

MC-3 Account Note Inquiry (account notes) for Account No. 9430-02702-25-2

MC-4 Summary statement of Larry Peterson’s Account No. 0530-0272-40-3 from August 15, 2013, through October 30, 2014

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**I. INTRODUCTION**

1. **PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**
2. My name is Melissa Coffman, and my business address is 1000 E. Main St., Plainfield, Indiana 46168.
3. **BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**
4. I am employed by Duke Energy Shared Services, Inc., as Consumer Affairs Specialist.
5. **PLEASE DESCRIBE YOUR PROFESSIONAL BACKGROUND.**

A. I began working for Duke Energy on March 12, 2007, as a Customer Service Representative. In that role, I provided support to customer inquiries such as billing inquiries, order requests and troubleshooting. In June 2008 I transitioned to the role of Customer Service Team Lead and assumed additional responsibilities for training, coaching and providing leadership to new and existing team members. I continued in that role until November 1, 2010, when I joined the Consumer Affairs Department at Duke Energy.  In my present role as Consumer Affairs Specialist, I am responsible for communication, coordination and resolution of escalated customer complaints received by Ohio, Kentucky and Indiana state utility commissions, as well as responding to customer complaints received by various departments within Duke Energy, including Corporate Communications, Legal, Company Executive Offices and Government Affairs, as well as the Better Business Bureau.

As previously mentioned, I work with the Commission as a liaison for specific customer requests, as well both informal and formal complaints. I have a working knowledge of all existing Duke Energy Ohio, Inc. (DE-Ohio) tariffs, programs and policies and communicate this information to customers on a frequent basis. I also interact with gas and electric operating departments, meter reading and various other departments on a daily basis, for many reasons, including responding to and attempting to resolve customer complaints.

I have developed extensive experience regarding DE-Ohio’s tariffs, regulatory rules and procedures relating to its business and its credit and collection procedures. This experience includes the following topics:

1. Rates and billing issues and disputes
2. Service Orders
3. Energy usage and energy audits
4. Power quality issues
5. Consumer education
6. Customer contracts issues

**Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

A. Yes. On December 9, 2014, I testified during a formal hearing before the Public Utilities Commission of Ohio in connection with a complaint brought by a consumer who alleged, among other things, that DE-Ohio had improperly transferred another customer’s unpaid utility bills to her account and had not given her credit for certain payments. The Commission ruled in favor of DE-Ohio in that case based in large part on my testimony and knowledge about that customer’s account, DE-Ohio’s tariffs, and the manner in which DE-Ohio bills its customers for gas and electric usage, applies payments, and follows the appropriate rules and regulations relating to the disconnection of services for non-payment. My testimony has not been required in a number of other cases, although I have routinely interacted on multiple occasions with the Public Utilities Commission of Ohio, attended or participated in settlement conferences on behalf of DE-Ohio, and also handled informal complaint cases.

**II. PURPOSE OF TESTIMONY**

**Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

A. The purpose of my testimony is to respond to the allegations contained in the complaint filed by Larry Peterson (Mr. Peterson) and to provide accurate information regarding that complaint, including but not limited to: billing, payments, account history for the two gas and electric accounts that have been in Mr. Peterson’s name at 3944 Roosevelt Blvd., Middletown, Ohio 45044 (the “Property”), and information maintained within DE-Ohio’s business records regarding those accounts.

**III. DISCUSSION**

**Q. ARE YOU FAMILIAR WITH THE COMPLAINT FILED BY MR. PETERSON?**

A.Yes.

**Q. PLEASE BRIEFLY SUMMARIZE YOUR UNDERSTANDING OF MR. PETERSON’S COMPLAINT.**

A. Actually, let me start with the events leading up to Mr. Peterson’s filing of the informal complaint on or about February 6, 2014, and the formal complaint on April 21, 2014. It is important to highlight the fact that DE-Ohio had already fully fixed the issues long before Mr. Peterson filed any complaint against DE-Ohio. In fact, when Mr. Peterson brought this matter to our attention on January 13, 2014, DE-Ohio immediately transferred the account for the garage at the Property—which should not have been put into Mr. Peterson’s name—into the name of the property manager. DE-Ohio also transferred all of Mr. Peterson’s payments for the incorrect account to the account where he lives and restored service to his residential account. Again, all of that happened on January 13, 2014, nearly one month before Mr. Peterson filed the informal complaint and more than three months before the filed the formal Complaint for which we are now at a hearing.

**Q. OK, LET’S START WITH THE EVENTS WHICH LED MR. PETERSON TO BRING THE MATTER TO DE-OHIO’S ATTENTION ON JANUARY 13, 2014.**

A. DE-Ohio’s business records indicate that, on August 15, 2013, Mr. Peterson first called DE-Ohio to obtain new service at the Property. The Property is known as and owned by Shady Creek Apartments. DE-Ohio assigned account number 0530-0272-403 (the “Apartment Account”) to Mr. Peterson, and he began service on August 20, 2013. The Apartment Account had one electric meter assigned to Mr. Peterson.   I am not certain why but less than two weeks later, on September 3, 2013, Mr. Peterson again contacted DE-Ohio and advised the Customer Service representative that he needed to begin service at 3944 Roosevelt Boulevard.  The Customer Service representative did not notice that Mr. Peterson already had the Apartment Account in his name at the Property, most likely because Mr. Peterson indicated that he needed to “*begin* service.” Therefore, DE-Ohio’s Customer Service representative found another account at the Property, which then was not in Mr. Peterson’s name and was listed within the company’s records as the “Garage,” and placed it in Mr. Peterson’s name effective September 5, 2013.  DE-Ohio assigned account number 9430-0272-252 (the “Garage Account”) to that account in Mr. Peterson’s name. From that point forward DE-Ohio mailed all monthly statements for both the Apartment Account and Garage Account to Mr. Peterson at the Property. Attached as Exhibit MC-1 are copies of DE-Ohio’s monthly statements for the Apartment Account for usage from August 20, 2013, through December 8, 2014. Attached as Exhibit MC-2 are copies of DE-Ohio’s monthly statements for the Garage Account for usage from September 5, 2013, through January 9, 2014.

**Q. WELL, IF THE COMPANY WAS SENDING BILLS FOR TWO ACCOUNTS TO MR. PETERSON, WASN’T THE PROBLEM DISCOVERED AND FIXED QUICKLY?**

A. No. The information within DE-Ohio’s billing system reflects that Mr. Peterson called the company on November 21, 2013, to inquire about a payment of $117 which supposedly had not yet cleared his bank. That call was entered into the account notes for the Garage Account. Mr. Peterson was told that the payment had posted to his account (meaning, the Garage Account) on November 1, 2013. The account notes for the Garage Account reflect that Mr. Peterson called back on November 25, 2013, with a general billing and/or balance inquiry. Attached hereto as Exhibit MC-3 are copies of the Garage Account notes within DE-Ohio’s business records relating to those telephone calls. I now suspect that Mr. Peterson likely was calling DE-Ohio in connection with his Apartment Account and did not yet realize that the Garage Account also was being billed to him as a result of his call for new service on September 3, 2013, even though by then he would have received separate statements from DE-Ohio with respect to both accounts.

**Q. WHAT HAPPENED NEXT?**

A. Of course, we did not know this at the time but, based on my subsequent review of DE-Ohio’s account, billing and payment records for both the Apartment Account and Garage Account, I learned that payments made by Mr. Peterson to DE-Ohio on November 1, 2013, December 2, 2013 and January 6, 2014 were applied to the Garage Account instead of the Apartment Account.

**Q. IF MR. PETERSON’S PAYMENTS WERE NOT BEING APPLIED TO HIS APARTMENT ACCOUNT, WAS THAT ACCOUNT SUBJECT TO DISCONNECTION FOR NON-PAYMENT BY DE-OHIO?**

A. Unfortunately that is exactly what happened. But, it is important to mention that DE-Ohio gave all required notices to Mr. Peterson that the Apartment Account was subject to disconnection for non-payment before the company disconnected his electric service. Those disconnection notices are reflected in the following documents within Exhibit MC-1: the monthly statements for the Apartment Account which DE-Ohio prepared on November 6, 2013, December 9, 2013, and January 10, 2014. Until Mr. Peterson called DE-Ohio on January 13, 2014, DE-Ohio still did not know about the problem with two accounts in Mr. Peterson’s name.

**Q. WHEN DID DE-OHIO LEARN OF THE PROBLEM?**

A. Mr. Peterson contacted the company on January 13, 2014, once his electric for the Apartment Account was disconnected for non-payment.

**Q. WHAT HAPPENED?**

A. Mr. Peterson’s phone call set off a flurry of activity which ultimately led to the identification and resolution of the problem. To summarize fairly quickly, DE-Ohio realized that Mr. Peterson was being billed in error for the Garage Account; the company identified three payments which Mr. Peterson had made to DE-Ohio for his Apartment Account but which DE-Ohio had applied to the Garage Account in his name; DE-Ohio transferred Mr. Peterson’s three payments from the Garage Account to his Apartment Account, thereby giving him full credit for all payments on his residential account; the company restored service to the Apartment Account; and the Garage Account was transferred out of Mr. Peterson’s name and into the name of the owner of the Property. And to be clear: DE-Ohio restored electric service to the Apartment Account on January 13, 2014, the same day on which Mr. Peterson called us and brought this matter to the company’s attention.

**Q. NOW THAT YOU’VE SUMMARIZED WHAT HAPPENED, LET’S GO THROUGH DOCUMENTS TO SUPPORT THAT TESTIMONY.**

A. Ok. I will start with Exhibits MC-4 and MC-5. Exhibit MC-4 reflects the entire history of the Apartment Account from August 15, 2013, when Mr. Peterson called DE-Ohio to establish service in his name, through October 30, 2014. Similarly, Exhibit MC-5 reflects the entire history of the Garage Account from September 3, 2013, when Mr. Peterson called DE-Ohio the second time to get service in his name, through January 21, 2014. If you look at Exhibit MC-5, you will see chronological entries for the following payments which Mr. Peterson made to DE-Ohio and which were applied to the Garage Account: $117.00 on 11/1/2013; $108.27 on 12/2/2013; and $125.74 on 1/6/2014. Now, if you look slightly higher on Exhibit MC-5 at the three entries on 1/13/2013, you will see that DE-Ohio transferred all three of those payments from the Garage Account to the Apartment Account.

**Q. AT SOME POINT WASN’T THERE A SUGGESTION BY MR. PETERSON THAT DE-OHIO HAD NOT PROPERLY APPLIED THE SECURITY DEPOSIT WHICH THE COMPANY CHARGED HIM ON THE GARAGE ACCOUNT?**

A. Yes.

**Q. PLEASE EXPLAIN WHAT HAPPENED IN THAT REGARD.**

A. As you can see on Exhibit MC-5, Mr. Peterson originally was charged a security deposit of $165.00 when he called for new service at the Property and service to the Garage Account was established in his name effective September 5, 2013. Thereafter, that security deposit was broken down into a payment plan of $55.00 per month for three months. The three payments made by Mr. Peterson and applied to the Garage Account included payments for both the monthly portion of the security deposit payment and electric usage on the Garage Account. Therefore, when those three payments were transferred from the Garage Account to the Apartment Account, Mr. Peterson’s payment of the security deposit of $165.00 for the Garage Account was applied toward his usage on the Apartment Account, thereby giving him full credit for that payment. I reconfirmed these facts in connection with Mr. Peterson’s informal complaint and fully explained at that time that Mr. Peterson was not entitled to a refund of the security deposit on the Garage Account because those funds had been applied toward his electric usage and bills on the Apartment Account.

**Q. ARE THESE PAYMENTS AND TRANSFERS ALSO REFLECTED IN DE-OHIO’S MONTHLY UTILTY BILLS TO MR. PETERSON?**

A. Yes. Please look at Exhibit MC-4 and, in particular, the bill prepared by DE-Ohio on January 13, 2014. In the “Current Billing” box in the bottom one-half of the first page of that bill you can see that DE-Ohio listed each of the three payments of $117.00, $108.27 and $125.74 as a “Payment Correction” on the Apartment Account. Those payment corrections further reflect that DE-Ohio transferred all three of those payments to the Apartment Account where Mr. Peterson lives. Again, those transfers took place on January 13, 2014, when Mr. Peterson called DE-Ohio and first brought this matter to the company’s attention.

**Q. DID DE-OHIO PROVIDE INFORMATION OR DOCUMENTS TO MR. PETERSON TO SHOW HIM THAT HIS PAYMENTS HAD BEEN PROPERLY APPLIED TO THE APARTMENT ACCOUNT?**

A. Yes, on multiple occasions.

**Q. PLEASE EXPLAIN.**

A. The Customer Service representative first explained these events during the phone call on January 13, 2014. The entire process would have been reviewed with Mr. Peterson as the error was discovered, the payments were transferred from the Garage Account to the Apartment Account, and DE-Ohio restored Mr. Peterson’s electric service at the Apartment Account. Essentially this is how and why the company was able to restore the service so quickly and without Mr. Peterson having to make any additional payments on the Apartment Account. As mentioned, the transferred payments were reflected in DE-Ohio’s statement to Mr. Peterson, which he received shortly after January 13, 2014. Mr. Peterson subsequently spoke with another Consumer Affairs Specialist (Alicia Jones) on January 21, 2014, at which time Ms. Jones again advised Mr. Peterson that he was mistakenly billed for the Garage Account, which had been corrected, and offered him payment arrangements for the unpaid balance due and owing on the Apartment Account. DE-Ohio’s business records for the Apartment Account show that, after Mr. Peterson contacted DE-Ohio on January 28, 2014, with questions about his bill for the Apartment Account, the Customer Service representative mailed him a detailed account and billing statement for the Apartment Account.

**Q. SINCE WE ARE HERE WE KNOW THE MATTER WAS NOT RESOLVED. WHAT HAPPENED NEXT?**

A. DE-Ohio’s records show that Mr. Peterson called DE-Ohio on February 4, 2014, and spoke with Victoria King on DE-Ohio’s PUCO Hotline. Ms. King explained to Mr. Peterson that he was no longer paying for the Garage Account, and that his outstanding balance on the Apartment Account was $180.64. Ms. King further explained that she could set up a six-month payment plan at $31 per month and place Mr. Peterson on Budget Billing at $166 per month for the Apartment Account, which Mr. Peterson accepted. The payment plan and Budget Billing are reflected in the monthly statements for the Apartment Account which DE-Ohio prepared on and after February 13, 2014 (see Exhibit MC-1), as well as entries within Exhibit MC-4.

**Q. SO, AFTER MR. PETERSON AGREED TO PAY THE BALANCE DUE OVER SIX MONTHS AND FURTHER AGREED TO GO ON BUDGET BILLING, WHY DID HE KEEP COMPLAINING? AND ABOUT WHAT?**

A. I honestly do not know. Within three days of that agreement, Mr. Peterson filed his informal complaint with the Commission on February 6, 2014. By then Mr. Peterson, for the first time ever, started questioning the usage which DE-Ohio had billed on the Apartment Account and apparently mentioned to the Commission that he thought he was being billed for a master meter at this apartment complex.

**Q. WHAT DID DE-OHIO DO IN RESPONSE TO MR. PETERSON’S INFORMAL COMPLAINT?**

A. The company investigated his allegations and found no basis for them whatsoever. DE-Ohio’s records reflect that the Apartment Account has had an AMI meter since DE-Ohio installed it on November 13, 2012. Once an AMI meter is installed, DE-Ohio generally takes 2-3 months of actual reads to confirm that a new AMI meter is functioning properly. Thereafter, an AMI meters gets certified by DE-Ohio. DE-Ohio’s records reflect that the AMI meter at the Apartment Account was certified by early 2013, months before Mr. Peterson applied for service at that account. Therefore, DE-Ohio has obtained actual, accurate reads on that AMI matter since Mr. Peterson established service on the Apartment Account. DE-Ohio also confirmed on May 12, 2014, that Mr. Peterson never has been billed for a master meter on the Apartment Account and that the AMI meter for the Apartment Account serves only that residential unit and nothing else. With respect to the company’s response to Mr. Peterson’s informal complaint, DE-Ohio sent documents and information to the Commission to explain in detail all of the events relating to the Garage Account and Apartment Account to which I previously testified, and the Commission shared that information with Mr. Peterson.

**Q. OK, WE ARE NOW AT THE POINT THAT MR. PETERSON FILED HIS FORMAL COMPLAINT IN THIS CASE. ARE YOU FAMILIAR WITH THAT COMPLAINT?**

A. Yes. In his Complaint Mr. Peterson identifies three claims but really only asserts two claims: (1) DE-Ohio billed him for a different part of the building, meaning the Garage Account; (2) Mr. Peterson appears to question the electric usage on his Apartment Account; and (3) he repeats the claim that DE-Ohio was charging him for the garage when he only lives in the upstairs apartment.

**Q. WHAT IS DE-OHIO’S RESPONSE TO THE FIRST AND THIRD CLAIM RAISED BY MR. PETERSON IN CONNECTION WITH THE GARAGE ACCOUNT AND HIS ALLEGATION THAT THE COMPANY DOUBLE-BILLED HIM FOR THAT ACCOUNT?**

A. As I’ve already explained, DE-Ohio first learned of that issue on January 13, 2014, and immediately fixed it that same day. I cannot explain why Mr. Peterson called for service at the Property on August 15, 2013, and then called back again for service at the Property on September 3, 2013, even though he already had service on the Apartment Account effective August 20, 2013. The company’s records clearly show that Mr. Peterson’s second call for service at the same Property is what lead the parties down the path whereby the Garage Account was placed in Mr. Peterson’s name as of September 5, 2013, and neither Mr. Peterson nor DE-Ohio discovered the issue until January 13, 2014. That issue was fully resolved more than three months before Mr. Peterson filed his formal Complaint on April 21, 2014.

**Q. OK, WE ARE NOW AT THE POINT THAT MR. PETERSON FILED HIS FORMAL COMPLAINT IN THIS CASE. ARE YOU FAMILIAR WITH THAT COMPLAINT?**

A. Yes.

**Q. WHAT ABOUT THE SECOND ISSUE RAISED BY MR. PETERSON IN HIS COMPLAINT?**

A. It is somewhat difficult to respond because the allegation of Mr. Peterson’s Complaint is so unclear and he has never explained how or why DE-Ohio’s monthly statements on the Apartment Account were supposedly inaccurate, how his actual usage of electricity differed (if at all) from the amount billed by DE-Ohio, what period of time he may have been overcharged by DE-Ohio for his usage of electricity, and whether the AMI meter for the Apartment Account is somehow defective. DE-Ohio has no reason whatsoever to believe that the AMI meter for the Apartment Account is defective in some manner.

**Q. IS THAT POSITION ALSO SUPPORTED BY THE HISTORY OF MR. PETERSON’S USAGE OF ELECTRICITY ON THE APARTMENT ACCOUNT?**

A. Yes. Please look at Exhibit MC-6. That document is a form letter which DE-Ohio’s system generates when a customer has questions about usage on their account. In this instance I caused the document to be created in preparation for my testimony in this case so that DE-Ohio could demonstrate the consistent history of Mr. Petersons’ usage of electricity since he established service at the Apartment Account in August 2013. As you can see on Exhibit MC-6, there are not sharp derivations of electricity usage on the Apartment Account in or about January 2014 through April 2014, which appears to be the period in question in Mr. Peterson’s Complaint. The absence of a spike in usage during those months indicates that the AMI meter at the Apartment Account continued to operate properly before, during and since that time period. And, since the AMI meter has consistently provided reads for the Apartment Account, the usage numbers reflected in Exhibits MC-3 and MC-6 are legitimate, actual numbers, not estimates. Therefore, this is not a case in which a customer had higher than usual estimated bills during a period in question which were reconciled later once DE-Ohio obtained actual reads of the meter. Here, DE-Ohio has billed Mr. Peterson every month on the Apartment Account for his actual usage of electricity as confirmed by the properly functioning AMI meter.

**Q. WHAT IN YOUR OPINION IS BEHIND MR. PETERSON’S COMPLAINT ABOUT THE BILLED USAGE FROM JANUARY THROUGH APRIL 2014?**

A. Based on my experience in dealing with customer complaints and working at DE-Ohio as a Consumer Affairs Specialist, I believe Mr. Peterson failed to take into consideration the significantly colder weather during January through April 2014 and further failed to adjust the thermostat on his heat source and other usage during that time period. If you recall, January through March 2014 was extremely cold. Attached as Exhibit MC-7 is a spreadsheet which identifies the AMI meter at the Apartment Account, the bill date, the electricity usage, the daily average for electricity usage during the period in question, and the average daily temperature. I generated this spreadsheet from information maintained within DE-Ohio’s business records. As you can see, Mr. Peterson’s average daily usage of electricity during January, February and March 2014 (which usage was billed early the following months) was far higher than his usage during comparable periods in 2015. Information from the internet supports DE-Ohio’s records, including <https://weatherspark.com/history/30785/2014/Cincinnati-Ohio-United-States>. That site indicates that January 2014 was the coldest month of the entire year, with an average daily low temperature of 14°F compared to a normal average low temperature of 24°F. That is a significant difference. February and March 2014 were not much better: between February 6-12, 2014, the temperatures were below freezing for seven consecutive days, and there were sixteen consecutive days with cooler than average low temperatures from February 24 to March 11, 2014. Therefore, the fact that Mr. Peterson used more electricity for the periods ending with the meter read dates in January, February and March 2014, as compared to the comparable months in 2015, is not remotely surprising. I would expect nothing else.

**Q. SO, ARE YOU AWARE OF ANY EVIDENCE WHICH SUPPORTS A CLAIM OF SOME KIND BY MR. PETERSON THAT HIS APARTMENT ACCOUNT WAS NOT BILLED CORRECTLY FOR HIS USAGE OF ELECTRICITY DURING THE FIRST FOUR MONTHS OF 2014, OR DURING ANY TIME PERIOD FOR THAT MATTER?**

A. None whatsoever.

**Q. SINCE MR. PETERSON FILED HIS FORMAL COMPLAINT IN THIS CASE DID YOU HAVE ANY ADDITIONAL COMMUNICATIONS WITH HIM ABOUT HIS CLAIM OR TO OTHERWISE EXPLAIN DE-OHIO’S POSITION?**

A. Yes.

**Q. WHEN?**

A. I participated in a settlement conference over the course of two or three conference calls with an attorney examiner, Mr. Peterson, and DE-Ohio’s attorney. I will not go into detail on what was discussed during those calls because they are confidential. However, after the call on October 6, 2014, I sent the letter attached hereto as Exhibit MC-8 to Mr. Peterson along with copies of the account summary statements for both the Apartment Account and Garage Account, which are marked as Exhibits MC-4 and MC-5, respectively. As you can see in that letter, I explained in writing how Mr. Peterson’s payments initially were applied to the Garage Account and then were transferred immediately to the Apartment Account as soon as he brought this matter to DE-Ohio’s attention on January 13, 2014.

**Q. WHAT, IF ANYTHING, HAPPENED AFTER YOU SENT THAT LETTER AND ENCLOSURES TO MR. PETERSON?**

A. Pretty much nothing. At one point Mr. Peterson faxed some bank records to us, but I’m not sure why. I carefully reviewed those records and reconciled every payment that he made to DE-Ohio with the information maintained within DE-Ohio’s records, including the various monthly statements and account summary statements that I’ve previously discussed today. I did not find anything in Mr. Peterson’s documents. Plus, I am not aware of any claim by Mr. Peterson that DE-Ohio has not given him credit for some amount of money which he has paid to the company. To the extent he is now making that claim, the banking record which he faxed to us do not support that claim because I was able to reconcile every payment with information contained within DE-Ohio’s records for both the Garage Account and Apartment Account.

**Q. ARE YOU CONFIDENT THAT DE-OHIO COMPLIED WITH ITS FILED TARIFFS AND OTHER RULES AND REGULATIONS OF THE COMMISSION WITH RESPECT TO LARRY PETERSON AND HIS ACCOUNT AT THE PROPERTY?**

A. Absolutely. I think that another colleague and I now have reviewed and re-reviewed Mr. Peterson’ entire account history multiple times since Mr. Peterson first raised these issues in his informal complaint to the Commission and then filed his formal Complaint in this case. We also have provided Mr. Peterson with detailed account histories for both the Garage Account and Apartment Account on more than one occasion since January 2014. To date I have never seen a shred of evidence relating to or supporting Mr. Peterson’s claims. In fact, all of the evidence proves otherwise.

**Q. DO YOU HAVE ANYTHING FURTHER TO ADD?**

A. Not at this time, although I reserve the right to supplement this written testimony based on evidence produced at the hearing, whether by Larry Peterson, any of his witnesses or DE-Ohio.

**IV. CONCLUSION**

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

A. Yes