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VIA FEDERAL EXPRESS

STEPHEN J. PRUNESKI

January 2, 2008

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, OH 43215-3793

RE: *Blanche Baltes Ruggiero v. East Ohio Gas Company dba Dominion East Ohio*
PUCO Case No. 07-1267-GA-CSS

Dear Sir or Madam:

I am enclosing the original and twelve (12) copies of the *Answer of Respondent* for filing in the captioned matter. Upon filing, please return time-stamped copies in the enclosed self-addressed, stamped envelope.

Thank you for your attention to this request. If you have any questions, please contact me.

Very truly yours,

RODERICK LINTON LLP

Stephen J. Pruneski
SJP:skw
Enclosures

cc: Percy Squire, Esq. (w/encl)

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IN THE PUBLIC UTILITIES COMMISSION OF OHIO

BLANCHE BALTES RUGGIERO)	CASE NO. 07-1267-GA-CSS
)	
Complainant)	
)	JUDGE:
v.)	
)	
EAST OHIO GAS COMPANY dba)	ANSWER OF RESPONDENT
DOMINION EAST OHIO)	
)	
Respondent)	

The East Ohio Gas Company dba Dominion East Ohio for its Answer to the Complaint states:

1. Dominion denies each and every allegation contained in Blanche Ruggiero's hand-written Complaint except those expressly admitted in this Answer.
2. Dominion admits that they received a complaint regarding a gas leak for the property located at 414 North Dunlap Avenue; and, upon information and belief, believes it was a neighbor who made the complaint by telephone.
3. Due to safety concerns, Dominion shut the gas off at the property and left notices that it had been shut off. Dominion representatives also spoke to the individual who made the complaint, who arrived at the property while they were servicing the property. Dominion further admits that these events occurred on December 9, 2006 and that they did not receive any contact from the property owner, Ms. Ruggiero, until March 2, 2007. Ms. Ruggiero had a duty to take

care of her property and did not make any inspections of this property for almost three (3) months even though she resided less than one (1) mile away from the property.

4. Dominion followed all of its procedures and protocols for investigating a complaint regarding a gas leak. Dominion took the appropriate actions to insure that the safety any owner, visitor and/or occupier of the property and also gave notice of their actions in the manner approved by the PUCO.

FIRST AFFIRMATIVE DEFENSE

5. The Complaint filed by Ms. Ruggiero fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

6. Any damages incurred by the Complainant were caused solely by the negligence of the Complainant.

THIRD AFFIRMATIVE DEFENSE

7. Complainant's Complaint is barred by the doctrine of last clear chance.

FOURTH AFFIRMATIVE DEFENSE

8. Complainant's Complaint is barred by Complainant's failure to identify any set of facts supporting a claim that Dominion failed to provide proper and adequate service to Complainant.

FIFTH AFFIRMATIVE DEFENSE

9. Dominion followed and adhered to its Tariffs which were approved by the PUCO. It is impossible for a gas company to guaranty no interruptions of service. Dominion's states that Dominion will use "its best efforts to furnish necessary and adequate service and facilities in compliance with Section 4905.22 of the Ohio Revised Code. East Ohio cannot and does not

guarantee a sufficient supply of gas or an adequate or uniform gas pressure. East Ohio Gas shall not be liable for any damage or loss, directly or indirectly due or attributable to insufficiency of gas supply, variation in the gas pressure, partial or total interruption of gas service, the use of gas appliances on the customer's premises, or the presence thereon of any company property. East Ohio Gas will provide to customers, to the extent possible under the circumstances, prior notice of planned outages or interruptions in service."

SIXTH AFFIRMATIVE DEFENSE

10. Complainant assumed the risk of all losses allegedly sustained by them.

SEVENTH AFFIRMATIVE DEFENSE

11. Complainant's losses were caused by people, entities, or conditions over which Dominion had no control.

EIGHTH AFFIRMATIVE DEFENSE

12. Complainant's claims against Dominion are barred by intervening and/or superceding causes.

NINTH AFFIRMATIVE DEFENSE

13. Complainant's Complaint is barred because any damage sustained by Complainant was not proximately caused by Dominion's methods and/or means of providing service pursuant to the terms in Dominion's applicable Tariffs.

WHEREFORE, Dominion prays that the claims against it be dismissed, with prejudice, at Complainant's cost.

Respectfully submitted,

RODERICK LINTON LLP



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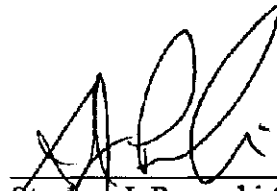
Fax: (330) 434-9220

Attorneys for Respondent

CERTIFICATE OF SERVICE

A copy of the foregoing ANSWER OF RESPONDENT was sent by regular U.S. Mail, postage prepaid, and/or electronic transmission this 3rd day of January, 2008 to:

Percy Squire, Esq.
514 S. High Street
Columbus, Ohio 43215
Attorney for Complainant



Stephen J. Pruneski (0030333)

Attorneys for Respondent