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BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

RICHARD COLLINS, )  
)  
Complainant, )  
) Case No. 11-4368-GA-CSS  
v. )  
)  
THE EAST OHIO GAS COMPANY D/B/A )  
DOMINION EAST OHIO, )  
)  
Respondent. )

ANSWER

Pursuant to Ohio Adm. Code 4901-9-01(D), the Respondent, The East Ohio Gas Company d/b/a Dominion East Ohio ("DEO"), for its Answer to the Complaint of Richard Collins (the "Complainant") states:

FIRST DEFENSE

1. DEO admits the allegations in paragraph 1.
2. DEO admits the allegations in paragraph 2.
3. DEO admits the allegations in paragraph 3.
4. DEO admits the allegations in paragraph 4.
5. DEO admits that the Complainant acted as the landlord for the Premises. DEO

lacks sufficient knowledge or information to admit or deny the remaining allegations in paragraph 5.

6. DEO lacks sufficient knowledge or information to admit or deny the allegations in paragraph 6.

7. DEO admits the allegations in paragraph 7.

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8. DEO lacks sufficient knowledge or information to admit or deny the allegations in paragraph 8.

9. DEO admits that service was terminated at the Premises at various points in time and that DEO did not notify Complainant of the terminations or service. DEO avers it did not notify the Complainant of the disconnections because it did not know that Complainant was the landlord for the Premises at the time of disconnection. DEO denies the remaining allegations in paragraph 9 for lack of knowledge.

10. DEO lacks sufficient knowledge or information to admit or deny the allegations in paragraph 10.

11. DEO admits that the Complainant did not request service to be reconnected to the units. DEO denies the remaining allegations in paragraph 11 for lack of knowledge.

12. DEO denies the allegations in paragraph 12.

13. DEO denies the allegations in paragraph 13.

14. DEO denies the allegations in paragraph 14.

15. DEO denies the allegations in paragraph 15.

16. DEO admits that it had knowledge gas was being used at the Premises. DEO denies the remaining allegations in paragraph 16.

17. DEO admits that the unpaid gas bills for the four rental units totaled \$3,171.58. It admits it initially billed the Complainant for the arrearage on his personal residential account, but avers it has since removed this charge from the Complainant's personal residential account on July 19, 2011. DEO further avers that the outstanding balance has been established on an account in the landlord's name at the address of his rental properties. DEO denies the remaining allegations in paragraph 17.

18. DEO admits transferring unpaid gas bills from the rental units to Complainant's personal account. DEO avers that such charges were removed from the Complainant's personal account on July 19, 2011.

19. DEO denies paragraph 19, and avers that Complainant's request for relief is moot.

20. DEO denies generally any allegations not specifically admitted in this Answer, pursuant to Ohio Adm. Code 4901-9-01(D).

### **SECOND DEFENSE**

21. The Complaint fails to set forth reasonable grounds for complaint, as required by R.C. 4905.26.

### **THIRD DEFENSE**

22. The Complainant, as the landlord and property owner of the premises, is the consumer of gas when tampering and unauthorized usage occurs when gas has previously been disconnected to the premises, and is therefore responsible for the outstanding balance per Ohio Adm. Code 4901:1-18-03(E).

### **FOURTH DEFENSE**

23. DEO at all times complied with Ohio Revised Code Title 49; the applicable rules, regulations and orders of the Public Utilities Commission of Ohio; and DEO's tariffs. These statutes, rules, regulations, orders and tariff provisions bar Complainant's claims.

### **FIFTH DEFENSE**

24. DEO reserves the right to raise other defenses as warranted by discovery in this matter.

WHEREFORE, DEO respectfully requests an Order dismissing the Complaint and granting DEO all other necessary and proper relief.

Respectfully submitted,

A handwritten signature in black ink, reading "Melissa L. Thompson". The signature is written in a cursive style with a horizontal line underneath.

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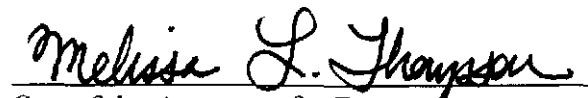
ATTORNEYS FOR THE RESPONDENT  
THE EAST OHIO GAS COMPANY D/B/A  
DOMINION EAST OHIO

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer was served by ordinary U.S. mail, postage prepaid, to the following persons on this 8th day of August, 2011:

Michael K. Webster, Esq.  
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Cleveland, Ohio 44113

*Attorney for Complainant*  
*Richard Collins*

  
One of the Attorneys for Respondent  
The East Ohio Gas Company d/b/a  
Dominion East Ohio