

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of: :  
:   
Almaz Ghebremariam, :  
:   
Complainant, :  
:   
vs. : Case No. 10-1260-EL-CSS  
:   
Duke Energy Ohio, Inc., :  
:   
Respondent. :

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PROCEEDINGS

before Daniel L. Fullin, Attorney Examiner, at the  
Public Utilities Commission of Ohio, 180 East Broad  
Street, Room 11-D, Columbus, Ohio, called at 11:58  
a.m. on Monday, October 31, 2011.

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VOLUME I

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On behalf of the Duke Energy Ohio

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Monday Morning Session,  
October 31, 2011.

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THE ATTORNEY EXAMINER: This is the  
hearing in the case before the Commission,  
No. 10-1260-EL-CSS, which is the complaint of Almaz  
Ghebremariam versus Duke Energy Ohio Inc.

My name is Daniel L. Fullin. I'm the  
attorney-examiner assigned to hear this case. I note  
the hearing was scheduled for 10:00 o'clock today,  
which is October 31, 2011, but the Complainant called  
at 9:30 and said she was having delay in travel and  
so she just arrived, and we are beginning this  
hearing two hours late at about noon on the same  
date.

I'm going to ask for Ms. Ghebremariam to  
state her name for the record.

MS. GHEBREMARIAM: My name is Almaz  
Ghebremariam, 1707 Howard Taft Road, Cincinnati,  
Ohio.

THE ATTORNEY EXAMINER: Thank you.  
May I have an appearance on behalf of  
Duke Energy.

MR. McMAHON: Good morning, Bob McMahon  
on behalf of Duke Energy, and with me is Erin

Lariccia.

THE ATTORNEY EXAMINER: Before I start, I will give a brief description of how I intend to proceed today.

Ms. Ghebremariam, you are the Complainant, and so you have the burden of proof in establishing your case. The purpose of today's hearing is to establish the record that the Commission will use in making their decision in this case, so I want you to know that the things that have already been filed in the case are not on the record now, so whatever you want the Commission to use in deciding the case should be presented at today's hearing.

And because you have the burden of proof, you will go forward and you will present all the evidence that you want to present, and when you're done with your presentation, you will be subject to cross-examination, which means you will be questioned by the attorney for the company, who has the right and ability to question you.

I'll be making rulings about whether what is presented can be included in the record or won't be included in the record, whether it will be considered in evidence in the case, or if you make

1 some objections, I will make a ruling an objection,  
2 and if he makes an objection, you will have a chance  
3 to respond before I make my ruling.

4 I'm just describing the nature of this  
5 proceeding and letting you know that, you know, you  
6 will be going first, and when you're done, I may ask  
7 you questions or he may ask you questions. Then when  
8 we are done with that questioning, then you will  
9 basically rest, and that will be your presentation of  
10 the case.

11 Then he will have his turn, and most  
12 likely, he will be putting on a witness that will be  
13 presenting the prefilled testimony that was filed  
14 about ten days ago.

15 Did you get a copy of that?

16 MS. GHEBREMARIAM: Talking about this?

17 THE ATTORNEY EXAMINER: Yes, the prefilled  
18 testimony filed on October 21. You should have  
19 gotten it around October 21.

20 MS. GHEBREMARIAM: This is the only one I  
21 got.

22 THE ATTORNEY EXAMINER: What is it? So  
23 it's the direct testimony.

24 MS. GHEBREMARIAM: That is the direct  
25 testimony? Okay.

1 THE ATTORNEY EXAMINER: Yes. When the  
2 company has the chance to present its case, they will  
3 put on that witness who will present her testimony,  
4 and when she is done presenting it, you will have a  
5 chance to ask her questions about her testimony and  
6 then I can ask questions, too.

7 That's how we will basically proceed  
8 today. You will get the first turn and, they will  
9 get the second turn, and at the end of both parties  
10 putting on their case, I will give you a chance, if  
11 you want, to try to give a closing statement that  
12 basically tries to argue your case one more time and  
13 let the Commission know what it is you think you have  
14 shown and what you want the Commission to do, and  
15 they will get a chance to make a closing statement,  
16 too.

17 So with that, I'd like to get started.  
18 Before you start giving your testimony, I'll swear  
19 you in so this will be sworn testimony.

20 - - -

21 ALMAZ GHEBREMARIAM,  
22 being first duly sworn, as prescribed by law, was  
23 examined and testified as follows:

24 DIRECT TESTIMONY

25 THE ATTORNEY EXAMINER: You may proceed.



1 MS. GHEBREMARIAM: This is the document  
2 from Duke Energy that I got about a week ago, and  
3 there was another document, also that was similar to  
4 it but different calculations, and it has been  
5 overwhelming to go through this with the limited time  
6 that I have.

7 I tried the best I could to go through  
8 it. It's very complicated. A lot of numbers have  
9 been repeated over and over again. The numbers that  
10 have given a credit had been repeated over and again,  
11 the current gas charges as well.

12 Let's say starting -- the document  
13 started with 7/1, which is Floor 1, 271 West McMicken  
14 Floor 1. What I did is because of the different  
15 buildings, the one building, 271 McMicken is the  
16 first floor. There is a second floor and a third  
17 floor.

18 I purchased this building May 22nd or  
19 May 23rd of 2009, and when I did purchase this  
20 building, my argument that I had with the owner  
21 was -- with not only the owner but any owner -- to  
22 make sure that there was a working electric in the  
23 house and also there is working plumbing in the  
24 house. This is a real estate argument I have with  
25 all of my homes. I want to make sure both those

1 always are in working condition.

2 In this case this lady, Sandra Welsh, she  
3 had a lady who worked for her and she put some of her  
4 property under her name, which is under Ms. Smith, so  
5 I did not even know at the time I went to settlement  
6 the name of the owner was different because all I  
7 know was Sandra was the one who was selling me the  
8 building. But then I find out through real estate  
9 agent that because she has so many buildings, she  
10 does that. She gave it to somebody.

11 So, anyway, at that time I was living to  
12 Virginia. We have a settlement coming soon, but I  
13 have to go to Virginia, making sure my real estate  
14 agent is going to do the work through and what needs  
15 to be done when I'm gone.

16 Therefore, we agreed, and I left. It was  
17 only for a few days, about maybe ten days or so, and  
18 Sandra Welsh and my real estate agent had called me  
19 to let me know that they want to put the electric in  
20 my name. This is before I purchased the building.

21 So I told them that's not going to  
22 happen. I did not want the electric to be in my  
23 name, and that was very clear. It took at least a  
24 couple of days for them to call me. At least they  
25 called me four or five times, and it was a three-way

1 call. My agent wants me to know what she's saying  
2 and I want all of us to know exactly what we're  
3 saying so it was three-way call.

4 So we made it very clear that I did not  
5 want the electric to be in my name; therefore, she  
6 wants me then to -- well, she insisted for some  
7 reason, but I was never told there was some issues  
8 located in the building with the electric. So it  
9 really never occurred to me in my mind. I just said  
10 I don't want it to be in my name.

11 And according to what I know, the  
12 building was not in a good condition, the condition  
13 of it, so I wasn't really going to do work on the  
14 building at that time because I already -- I'm  
15 already remodeling two homes at the same time. So my  
16 plan was for that house to stay; therefore, there is  
17 no reason for me to have electric or anything because  
18 I didn't have plans right away to do the work in that  
19 house.

20 So with this argument I have with real  
21 estate agent, and she understood. And she called me  
22 again. She said that, "Why don't you just put it in?  
23 You're going to buy the house only within the next  
24 two or three weeks, so that did not -- whether I buy  
25 it or not, it's going to be in your name."

1           After long discussion, she said that  
2   Okay, it's going to be in my name, and again it was a  
3   three-way call. And I said --

4           THE ATTORNEY EXAMINER: I think maybe you  
5   should explain who the three people were.

6           MS. GHEBREMARIAM: There was Sandra  
7   Welsh, and it was Jerry Hisham.

8           THE ATTORNEY EXAMINER: So it was you,  
9   your real estate agent, and the owner of the  
10   building?

11          MS. GHEBREMARIAM: Yes, the owner of  
12   building. I didn't know at the time there was  
13   another person, the owner. Her name was Smith. So,  
14   anyway, the discussion we had was with Sandra Welsh  
15   and Jerry.

16          And then she said, "In order for us to  
17   walk through and walk through for the settlement,"  
18   she said, "You need electric." And I said, "Yeah."

19          Well, she knows it's her responsibility  
20   because she owned the house. It is the  
21   responsibility of the seller to turn on water or  
22   plumbing, if that's an argument, in order to do  
23   through the walk-through. That it is the very  
24   important for any building.

25          So the next day again they called me, and

1 she said, "Okay, then, I will do all those in my  
2 name, and I have few people that I know." She was  
3 talking about how many people she knows. So she said  
4 that's going to be in her name.

5 THE ATTORNEY EXAMINER: Who is "she"?

6 MS. GHEBREMARIAM: Sandra Welsh, sorry.  
7 But she told me she called one person, for some  
8 reason. She said she knows about this case, and so I  
9 want you to call her, and so on and so on. I don't  
10 remember the name. I might have it somewhere. When  
11 I move my office from Vine Street, and so much stuff  
12 had happened at that time.

13 But she gave me a name and gave me a  
14 phone number. By that name, by that phone number, I  
15 called that lady. She did not pick up the phone. I  
16 left her a message.

17 Then she called me again. I said, "Well,  
18 okay, then I called." It was a three-way calling,  
19 and at that time we discussed -- she asked me --  
20 everything according to me, what Jerry is telling me  
21 or what Sandra was telling me everything is okay.  
22 She just wants me to make sure there will be electric  
23 so I have to not worry about really rushing coming  
24 back to Cincinnati before the settlement.

25 So I was then relying on this lady. I

1 said, "What does she want from me?" She said, "Well,  
2 she wants information from you because you will be  
3 buying the house soon. It's not going to be in your  
4 name, but she wants information from me."

5 I am very trustworthy person. That's the  
6 way I am; therefore, I did not even thought anything  
7 else. I just said, "Okay, so what do you want?" She  
8 asked me my name. I gave her my name and all of  
9 that, and then at the end, she asked me for deposit,  
10 a deposit of 210 or 200 something, over \$200.

11 That's when I knew then I was tricked. I  
12 said, "No, I am not going to give you a deposit. I  
13 did not give my credit card information." They're  
14 saying that I gave them my credit card information,  
15 and that is not true. If they do have my credit card  
16 information, according to what I see here, they're  
17 saying I gave the credit card information. I did  
18 not. I refused.

19 Once she asked me for a deposit, I knew  
20 it was going to be under my name; therefore, I  
21 refused. Right away I told her, "You need to cancel  
22 all the information I gave, which is my name,  
23 everything." And she assured me she would cancel.

24 This is a big company. This is a  
25 representative. I have to trust them. I don't have

1 to argue with her. I have to trust her, and I did  
2 trust her. Therefore, that was done with me and  
3 Sandra Welsh, she turned on the lights and the  
4 plumbing system was on. That's how I knew until I  
5 got a bill, and the bill wasn't coming to me.

6 I was here remodeling two homes the whole  
7 time. The whole bill was coming to the Virginia  
8 address; therefore, I was not aware there was any  
9 bill coming for this building, and that's the truth.

10 So I have so much to do, so much work, so  
11 much other stuff going on. Then I went to Virginia,  
12 and here is all my mail, and I find out there was a  
13 -- but I didn't even find out really right away. I  
14 find out when I got here, and that is because before  
15 that, there was a 1908 Vine Street and there was also  
16 1707 Howard Taft Road, electric on already. They  
17 already had my information. They already know my  
18 information because before that I already had  
19 electric.

20 When I asked electric, according to my  
21 memory, when I asked electric, I tell them honestly.  
22 I just -- I just moved to Cincinnati, and this and  
23 that. When I asked electric, they want to know if  
24 I'm an owner. They need to see a settlement  
25 document, whatever, see the deed or something. If I

1 was renting, they want to see a lease. This is how  
2 they ask me. This is how I got electric in two  
3 homes.

4 So if that is how I got electric in two  
5 homes, which is really they ask those questions,  
6 well, they should have done that to Sandra Welsh,  
7 too.

8 THE ATTORNEY EXAMINER: The two homes you  
9 are talking about --

10 MS. GHEBREMARIAM: The two homes  
11 previously I already had light.

12 THE ATTORNEY EXAMINER: You mentioned  
13 Vine Street.

14 MS. GHEBREMARIAM: Yeah, the Vine Street  
15 and 1707 William Howard Taft.

16 THE ATTORNEY EXAMINER: Okay.

17 MS. GHEBREMARIAM: So by that time they  
18 already -- as a matter of fact, I faxed them the  
19 information they asked me from Jerry Hisham's office  
20 because I didn't have a fax. That is how I did it.  
21 I faxed them. That it is I got the light.

22 There is no way I am going to give really  
23 information or take somebody else's before I even  
24 have secured the building to put it in my name. I am  
25 not a fool. I would not do that. But it happened,



1 and it happened because either the representative,  
2 that she knows Sandra Welsh, or Duke Energy did  
3 whatever they do, whatever they do to --

4 MR. McMAHON: Objection, lack of  
5 foundation. Move to strike.

6 MS. GHEBREMARIAM: I'm trying to explain.

7 THE ATTORNEY EXAMINER: I'll allow her to  
8 continue.

9 MS. GHEBREMARIAM: According to what I  
10 know, Sandra Welsh, she said she knows people. She  
11 knows people.

12 MR. McMAHON: Objection, hearsay.

13 THE ATTORNEY EXAMINER: Yes, I'll strike  
14 that as hearsay.

15 MS. GHEBREMARIAM: So in this case this  
16 is what happened. We had a walk-through. I wasn't  
17 even at the walk-through. Jerry Hisham was at the  
18 walk-through. I didn't pay him until the day of the  
19 settlement, which was on the 3rd in the morning. I  
20 didn't get a chance to even go to the walk-through in  
21 the building. Jerry did the walk-through for me. I  
22 had to go straight to the settlement that day, and I  
23 made the settlement.

24 So Sandra Welsh did not give me a key --  
25 she gave me to front but I didn't have a key for the

1 basement at that time. I have no way of knowing -- I  
2 do know that according to -- by the way, it was only  
3 going to be turned on for like a week or less than  
4 ten days, and according to what I know, it was after  
5 that she's not going to be an owner of that building,  
6 it's going to be turned off. So this is my  
7 understanding, so I didn't really worry about it  
8 saying that it's going to be in my name. It's her  
9 problem, not mine.

10 This is what I know from that. This is  
11 related to bills after this. There was gas service.  
12 There was electric to Floor 1, Floor 2, Floor 3, and  
13 Apartment 3, and then it started -- let's say, for  
14 example, here it started 99.95. That is what I see  
15 on 271 McMicken, Floor 1. The previous bill shows  
16 zero, but forward shows 99.95, and that is for May 13  
17 through June 8, 2009. That is the second bill.

18 And then the current bill was for \$100  
19 also, \$100.92. This is how it started. But  
20 different papers and different documents shows  
21 differently. It is all not the same, so because of  
22 this I am having a trouble understanding why they are  
23 so different. There is something always fluctuating  
24 with the numbers.

25 What I did, because they repeat a lot of

1 numbers over and over again, the gas charge, the  
2 electric charge transfer from one building to another  
3 building, it's extremely confusing. So I what did is  
4 whatever I had with the copies that I have is where  
5 I'm going to go right now.

6 And I'm going to start with, I receive  
7 also -- every time I'm starting with a month. For  
8 example, for the first month, the bills that I have,  
9 I would also present as an exhibit.

10 THE ATTORNEY EXAMINER: You want that to  
11 be an exhibit?

12 MS. GHEBREMARIAM: As exhibit.

13 THE ATTORNEY EXAMINER: Do you have copy  
14 for me and a copy --

15 MS. GHEBREMARIAM: The only problem with  
16 my -- I have to go yesterday. It took two to three  
17 hours to copy all of this at Staples so I only have  
18 one copy.

19 THE ATTORNEY EXAMINER: So you have one  
20 copy.

21 MS. GHEBREMARIAM: That's all I have.

22 THE ATTORNEY EXAMINER: Do you have one  
23 for me?

24 MS. GHEBREMARIAM: I have my original and  
25 I have one copy.

1 THE ATTORNEY EXAMINER: If you're  
2 entering it as an exhibit, then you have to leave it  
3 with me.

4 MS. GHEBREMARIAM: Okay.

5 THE ATTORNEY EXAMINER: And before you  
6 begin testifying using this exhibit, you should show  
7 it to counsel to give him a chance to look at it.

8 MS. GHEBREMARIAM: I have no problem. I  
9 am so sorry.

10 THE ATTORNEY EXAMINER: I mean, even now  
11 before you start talking about it, you have to give  
12 him a chance to look at it.

13 MS. GHEBREMARIAM: Okay. Sure.

14 This is, for example, for 271 --

15 THE ATTORNEY EXAMINER: You have to give  
16 him a chance to look at it before you start talking  
17 about it. That will be the same for anything else  
18 you want to enter as an exhibit.

19 MS. GHEBREMARIAM: Okay.

20 THE ATTORNEY EXAMINER: Ideally, you  
21 would have brought a copy and let him have a copy,  
22 but since you didn't do that, you can show it to him,  
23 and if he wants to see it again, he can look at it  
24 again.

25 I think before you even hand it to him to

1 look at, I will go ahead and mark it as a proposed  
2 exhibit.

3 MS. GHEBREMARIAM: This is for 271 West  
4 McMicken, Floor 1.

5 THE ATTORNEY EXAMINER: Bring it up here.

6 MS. GHEBREMARIAM: This is the first  
7 bill.

8 THE ATTORNEY EXAMINER: So this is a  
9 two-page document, one side with printing on it.  
10 Looks like -- oh, you have it marked as Exhibit A.  
11 So I will mark that as Complainant's Exhibit A, and I  
12 will let Mr. McMahon take a look at it.

13 MR. McMAHON: It would easier to make  
14 them numbers.

15 THE ATTORNEY EXAMINER: Yes. We can make  
16 it Exhibit 1.

17 MS. GHEBREMARIAM: Okay.

18 THE ATTORNEY EXAMINER: What's the date  
19 on the bill? Let's go by, say, the due date. I  
20 think that's what you have on there so the testimony  
21 will be consistent.

22 MR. McMAHON: July 6, 2009.

23 THE ATTORNEY EXAMINER: That's the due  
24 date?

25 MR. McMAHON: Correct.

1 THE ATTORNEY EXAMINER: Okay. So I will  
2 mark as Complainant's Exhibit No. 1 the bill due for  
3 July 6, 2009.

4 (EXHIBIT MARKED FOR IDENTIFICATION.)

5 THE ATTORNEY EXAMINER: Now you can begin  
6 whatever you wanted to do to present that exhibit.

7 MS. GHEBREMARIAM: This is the first bill  
8 for 271 West McMicken, Floor 1, and this is the gas  
9 charge which is 99.95, the current electric charge is  
10 \$100.92, and current amount due is \$200.87.

11 I have a note -- we're going to discuss  
12 this more.

13 THE ATTORNEY EXAMINER: Okay.

14 MS. GHEBREMARIAM: But the reading -- the  
15 reading is not -- let's take, for example, the  
16 electric starting reading at that time. The electric  
17 got started was 1663, and --

18 THE ATTORNEY EXAMINER: Is that on the  
19 bill?

20 MS. GHEBREMARIAM: On the bill it shows  
21 1663.

22 THE ATTORNEY EXAMINER: I see. Okay.

23 MS. GHEBREMARIAM: And at the end of the  
24 reading, which it was read May, May 20 something,  
25 2010, it was 1742.

1 THE ATTORNEY EXAMINER: Does that appear  
2 on the bill?

3 MS. GHEBREMARIAM: Yes. It can only show  
4 when it started, and we will discuss. I needed to  
5 mention about 1663 for electric and then started for  
6 gas is 8842.

7 Okay, so the difference between the  
8 1663 and then when it was -- when I already  
9 complained on phone call and we agreed to read it  
10 again on 2010, the reading for that particular  
11 electric was 1742, a difference of 79, which is the  
12 usage, but in here on the electric, it started with  
13 1663, and it ended 662, and that's why that bill went  
14 very, very high.

15 There is a conflict with the meter  
16 reading to begin with and at the end. We are talking  
17 about this month right now. It's going to escalate,  
18 to escalate, to escalate.

19 Okay. Then the second bill -- this is  
20 the second Exhibit 2.

21 THE ATTORNEY EXAMINER: We are marking  
22 this as Complainant's Exhibit 2. It seems to be the  
23 bill with the due date August 4.

24 (EXHIBIT MARKED FOR IDENTIFICATION.)

25 MS. GHEBREMARIAM: This bill is June 8 to

1 July 8, 2009 and due date July 4, 2010.

2 THE ATTORNEY EXAMINER: I don't think  
3 that's what we just marked.

4 MS. GHEBREMARIAM: I'm sorry, you're  
5 right. It's August 4, 2009.

6 THE ATTORNEY EXAMINER: Okay. The due  
7 date is August 4, 2009.

8 MS. GHEBREMARIAM: June 8 to July 8. By  
9 this time, even though the meter reading fluctuates,  
10 it started with -- we are talking about electric  
11 now -- with 662 right here. It's ending at 886, only  
12 for this month. That amount went up to --

13 THE ATTORNEY EXAMINER: It seems to me  
14 what you're telling me what shows on the bill, the  
15 usage is 886?

16 MS. GHEBREMARIAM: Yes. The usage for  
17 this month, according to the bill, according to this  
18 bill, is 886.

19 THE ATTORNEY EXAMINER: As I understand  
20 it, I could be wrong, but you're telling me that's  
21 the amount of usage during the month. That's what  
22 the bill reflects.

23 MS. GHEBREMARIAM: Yes, this is the  
24 amount of bill.

25 THE ATTORNEY EXAMINER: That's not the



1 same as the meter reading. The meter reading is one  
2 number. Then you add 886 to that meter reading and  
3 you get a different number.

4 MS. GHEBREMARIAM: Right, the meter  
5 reading I'm talking about the differences. When the  
6 meter reading is 2325 and then minus 2211, 886. So  
7 the meter reading is here on --

8 THE ATTORNEY EXAMINER: And the  
9 difference between those two is 886.

10 MS. GHEBREMARIAM: Right. Uh-huh.

11 THE ATTORNEY EXAMINER: All right.

12 MS. GHEBREMARIAM: If we started on the  
13 same floor for the same electric, which is 104124210,  
14 we started on 1663 and ending at 2325 at the end of  
15 the month for the first month, usage of 662. But  
16 then the next month started with 2326, and then it  
17 escalated as an estimated to 886 usage.

18 THE ATTORNEY EXAMINER: When I look at  
19 Exhibit A, the meter reading started at 1663. You  
20 used 662, and that ended at 2325.

21 MS. GHEBREMARIAM: Right.

22 THE ATTORNEY EXAMINER: Then you go to  
23 the next bill, the starting is 2325 just like the  
24 ending of the previous month. I see the starting  
25 date for the August 4 bill, the ending --

1 MS. GHEBREMARIAM: Right, the ending, it  
2 fluctuates. The ending is 2325 E, and then another  
3 886.

4 THE ATTORNEY EXAMINER: Right.

5 MS. GHEBREMARIAM: My point here is this  
6 is for a vacant building a building, a building that  
7 has been vacant since 2006, according to information  
8 I have from the City. The vacant was a violation, to  
9 stay vacant. The City of Cincinnati can order.

10 So when I purchased it, I didn't know  
11 about that because she didn't disclose it, but it was  
12 to stay vacant, meaning that nobody can live in the  
13 house, meaning that nobody should live, no electric,  
14 not even plumbing.

15 But she was able to manage to get  
16 plumbing. It was not problem to get electric;  
17 therefore, maybe she repaired it, the electric,  
18 because she want to sell it but then at that time I  
19 didn't know.

20 So the house, it was vacant. It was to  
21 stay vacant. It still is vacant. Right now I'm  
22 starting to work in the building, but because I  
23 didn't have electric for over a year, even though I  
24 have an order from the City to do work on the  
25 building, I had so much difficulties doing repair to

1 make it compliable by the City because I didn't have  
2 electric. The electric has been cut off. I have  
3 this issue, and it was delayed.

4 And that delay has caused me a lot of  
5 formalities, a lot of court days. I tried the best I  
6 could to manage it by hiring people who have a  
7 breaker operator, you know, machines, whatever they  
8 got, in order to cut whatever we need to cut, or  
9 painting or whatever we have to do.

10 MR. McMAHON: Objection, relevance.

11 MS. GHEBREMARIAM: This is how I'm  
12 managing it.

13 THE ATTORNEY EXAMINER: I'll allow the  
14 testimony.

15 I would like to tell you that the purpose  
16 of this case is to figure out what it is that  
17 involves Duke Energy and you, and you are telling me  
18 a lot of other things, I want you to focus on the  
19 relationship you have with Duke and what you are  
20 complaining about.

21 MS. GHEBREMARIAM: I understand that.

22 THE ATTORNEY EXAMINER: Okay.

23 MS. GHEBREMARIAM: But I'm trying to make  
24 a point --

25 THE ATTORNEY EXAMINER: I'll give you

1 some room to make your point.

2 MS. GHEBREMARIAM: -- about how difficult  
3 it is for me to purchase a building that was to stay  
4 vacant and I cannot bring it back to normal because  
5 without electric, there is nothing I can do. It was  
6 very difficult. That is what I try to show.

7 The third bill is going to be due date  
8 September 8, 2009 for the month of July 8 and  
9 August 6. By this time --

10 THE ATTORNEY EXAMINER: Are you going to  
11 be trying to submit that as an exhibit?

12 MS. GHEBREMARIAM: Yes.

13 THE ATTORNEY EXAMINER: Let's mark it and  
14 take a look at it.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 MR. McMAHON: I guess from a housekeeping  
17 standpoint, we've attached all of these bills to our  
18 direct testimony. Again, I don't want to tell the  
19 Complainant how to conduct her case, but so far the  
20 two or three exhibits she's identified, they're  
21 identical to what has already been attached to our  
22 prefiled testimony, but for some handwritten notes on  
23 them, which I would object to once she offers them  
24 into evidence, but we are talking about the exact  
25 same bills.

1 THE ATTORNEY EXAMINER: Let me ask you  
2 this. Again, I'm not really trying to tell you how  
3 to put on your case. Is there some reason why you  
4 want to use your copies, which you didn't bring  
5 enough copies to share? Why don't you take a look at  
6 Exhibit A of the direct testimony of the company  
7 witness, and see if you would agree, that those are  
8 the same bills that you're trying admit, and then  
9 maybe we can just refer to those instead of having  
10 your introduce each one, because that takes a lot of  
11 time.

12 MS. GHEBREMARIAM: I have no problem with  
13 that.

14 THE ATTORNEY EXAMINER: Okay. Would you  
15 be willing to do that with the other bills that are  
16 there?

17 And this is based on the assumption that  
18 you will present the testimony later on.

19 MR. McMAHON: Correct.

20 THE ATTORNEY EXAMINER: After you have  
21 had a chance to look at them, would you agree that  
22 the bills that they submitted on -- just the  
23 exhibits, and there are more than maybe I can  
24 identify -- but they have several different exhibits  
25 that are all the bills that they claim that they sent

1 you. If you had a chance to look at them, would you  
2 be willing to just use those as the exhibits when we  
3 refer to when you want to refer to the bills?

4 MS. GHEBREMARIAM: What I see here is  
5 this is the only time, after how many, you know,  
6 times that I asked for these bills because I was  
7 having difficulty because I didn't have them all that  
8 came as a copy from the bill, the first time.

9 THE ATTORNEY EXAMINER: Okay. I'm asking  
10 you, they have submitted various bills. You said  
11 you've seen some of these. You may have asked for  
12 them earlier, but you saw them for the first time  
13 when they filed them ten days ago.

14 MS. GHEBREMARIAM: No, no, no. I didn't  
15 see them the first time.

16 THE ATTORNEY EXAMINER: You may have had  
17 your own copies.

18 MS. GHEBREMARIAM: Yes.

19 THE ATTORNEY EXAMINER: For the purpose  
20 of just trying to move things a little quicker --

21 MS. GHEBREMARIAM: Right.

22 THE ATTORNEY EXAMINER: -- would you  
23 willing to work from their exhibits rather than  
24 having you come up and introduce your own?

25 MS. GHEBREMARIAM: Give me -- there is

1 something that is important that I need to present  
2 more than the bill, so 867 -- let's see here. I'd  
3 rather have my own copies.

4 THE ATTORNEY EXAMINER: Okay. We will  
5 continue the way we've been going. You need to bring  
6 them up, have them marked, look at them, and we'll  
7 move from there. It will just add a little bit of  
8 delay to the case, but I'm willing to do that if you  
9 have a preference to do that.

10 I'm kind of wondering are there some  
11 bills you would agree to work with and others you  
12 want to present yourself? We are going to have these  
13 bills introduced anyway when it is their turn. They  
14 are proposed as exhibits.

15 I was hoping that both parties could  
16 agree that these exhibits represent the bills that  
17 you received from Duke, and then if you have some  
18 that are different or some other type of information,  
19 you can present those, but you would agree to the  
20 bills that they've submitted as accurate reflections  
21 of the bills that they sent you.

22 MS. GHEBREMARIAM: What I'm trying to  
23 show, this is only for 271 West McMicken. It has not  
24 been transferred yet. The problem is going to be  
25 created when the transfer started.

1 THE ATTORNEY EXAMINER: Are the transfers  
2 reflected on the bills?

3 MS. GHEBREMARIAM: Yes, the transfer is  
4 going to be reflected on the bills.

5 THE ATTORNEY EXAMINER: So let's keep  
6 going the way you're going. You know, I just can't  
7 understand why you're saying you have some bills that  
8 are different from what they're submitting, but if  
9 that's what you are trying to tell me, then I will  
10 let you show me.

11 MR. McMAHON: For the record, while I'll  
12 deal with this on cross-examination, the evidence  
13 will show that we did produce bills multiple times to  
14 the Complainant, including in discovery, by  
15 correspondence dated January 13, 2011.

16 THE ATTORNEY EXAMINER: Okay. I didn't  
17 know for sure.

18 MS. GHEBREMARIAM: The point is the bills  
19 were all created from estimates, and those estimates  
20 are very high estimates. And this is for the  
21 particular building. Most of the estimates are added  
22 up from one month to one month, and at the end, at  
23 least for this particular building, ended up to be  
24 \$867.80, according to what I have. This is the last  
25 bill I have, which is November 4 due date,



1 November 4, 2009.

2 And all of this are estimates. And this  
3 is for a building that has no gas, and the building  
4 that only has no gas, but it did not even match with  
5 the reading, the first meter reading to the end meter  
6 reading when we had complaints and then a phone call.  
7 It was a reading and it does not even match

8 According to what I know, when the -- in  
9 the middle before the formal complaint with the  
10 customer service, the reading was done from -- there  
11 was no reading done in the building, according to  
12 what -- it was only what they did from outside, is  
13 how the service was turned on. That is what -- that  
14 is what she stated in the e-mail. She e-mailed that  
15 to Sharon -- what is her name that changed to in the  
16 middle of this? So there was no reading done on the  
17 gas, nor was reading done on the electric.

18 But they started, you know -- they also  
19 put it in my name, so I'm going through this only  
20 because the bill came in my name. Other than that,  
21 I'm not responsible for this bill.

22 First of all, I did not allow it.  
23 Second, it should not be even used, my name, for  
24 Sandra Welsh's bill; and third, no reading was done.  
25 The reading conflicts completely.

1                   But I'm just going through this just to  
2                   show how it was escalated, how it was escalated to  
3                   this point, and why Duke Energy did not recognize the  
4                   problem when they knew, when she admitted herself it  
5                   wasn't right; when there was a time that I asked for  
6                   the tapes, the representative she talked to me in  
7                   December 2009. She said she will hear the tape  
8                   first, and then I was asking for a copy of the tape.  
9                   Finally she said after she heard it, she said that I  
10                  have to go to court to get it.

11                  So after that, there was no -- there was  
12                  no tape, I was told, no tape. So I thought the tape  
13                  would help us at that time. I didn't know we were  
14                  going to go through this up to now, what we were  
15                  going through right now. I thought that would be  
16                  solved, but it didn't.

17                  THE ATTORNEY EXAMINER: What was the tape  
18                  you are talking about?

19                  MS. GHEBREMARIAM: There was a tape,  
20                  according to Duke Energy, when customer service  
21                  called for any reason, they tape it. That is what I  
22                  was told.

23                  THE ATTORNEY EXAMINER: Okay. So this  
24                  tape would have revealed the conversation --

25                  MS. GHEBREMARIAM: Yes.

1 THE ATTORNEY EXAMINER: -- that took  
2 place when you, at least allegedly, ordered or  
3 canceled the electric.

4 MS. GHEBREMARIAM: That is why I really  
5 wanted that so bad because that would have solved all  
6 our problems. For some reason, the lady said, "I  
7 will hear it first." She heard it, and then she  
8 didn't call me.

9 I called back. I called back. I said,  
10 "What happened? Are you going to send it to me?"

11 She said, "Sorry, this is property of  
12 Duke Energy."

13 So I insisted. I insisted not only for  
14 them, but I complained to PUCO many times. I even  
15 stated in my letter why -- what happened to the tape?  
16 I need those tapes so we can hear what was said that  
17 day. If I was mistaken, if somebody else was  
18 mistaken, how it was handled, I just want to know,  
19 but I couldn't get no tape.

20 Finally, she told me I could go to court  
21 to get it. I have to subpoena it, meaning that I  
22 have to subpoena Duke Energy. It was this bad. And  
23 I'm only a customer. I don't deserve it.

24 Okay. After this \$887.80, this is for  
25 271, Floor 1, which is a commercial building.

1 THE ATTORNEY EXAMINER: Which?

2 MS. GHEBREMARIAM: Commercial building.

3 THE ATTORNEY EXAMINER: Pardon?

4 MS. GHEBREMARIAM: 271 McMicken, Floor 1.  
5 Floor 1 is a commercial building.

6 So what they did is at one time they  
7 realized there was no electric given -- I mean, that  
8 was given, and there was one time where it was given,  
9 but then they were only asking for delivery service,  
10 which is for electric and for gas delivery service,  
11 which is 100 and something dollars.

12 If there was no gas, which I have a  
13 question about, and a credit was given at that time,  
14 a credit was given for all of this escalated bill,  
15 which is \$858.08, at least I'm talking about after  
16 September -- after October 2nd, 2009.

17 So why ask again for delivery service and  
18 refuse to cooperate with me just to get a light --  
19 get a light service in that house until about a  
20 couple of months ago, which is -- that's a different  
21 story.

22 Those are the points I need to make.  
23 This bill, what I want to do is -- I know they  
24 already have theirs.

25 THE ATTORNEY EXAMINER: Again, I'm not

1 trying to cut you off. If you want to introduce your  
2 own exhibit, I'll allow that.

3 MS. GHEBREMARIAM: Yes. This is No. 4, I  
4 guess.

5 THE ATTORNEY EXAMINER: You can bring  
6 them up as you choose to present them.

7 I am marking this as Complainant's  
8 Exhibit 4.

9 (EXHIBIT MARKED FOR IDENTIFICATION.)

10 MR. McMAHON: Was there an Exhibit 3?

11 THE ATTORNEY EXAMINER: It was the  
12 September 8 bill. This due date is October 2.

13 MS. GHEBREMARIAM: So everything up to  
14 now that we see on this October 2nd, 2009, I want to  
15 look on the deposit amount due. According to --

16 THE ATTORNEY EXAMINER: What is the due  
17 date on Exhibit 4?

18 MR. McMAHON: October 2nd, 2009.

19 THE ATTORNEY EXAMINER: Thank you.

20 MS. GHEBREMARIAM: On October 2nd, 2009,  
21 which is due date, the amount of the gas and electric  
22 service escalated to 858.08, and every single penny  
23 of it is estimated. There was not even one wattage  
24 used in that building. It was estimated, all of it.  
25 This estimated, about 858, which is at that time, at

1 this particular time, they were asking for a  
2 deposit -- now, I remember -- she was saying 210, and  
3 that's how I see now, 210. She was asking me 210  
4 after I gave her information. I was mad at her. I  
5 gave the information asking me that I would be the  
6 owner soon; therefore, I refused to give it to her.  
7 If I agreed to give it to put the electric in my  
8 name, she was requesting 210 that day, which is on  
9 May 13 and May 12. I disagreed. The tape would help  
10 prove that.

11 And now, after how many months, from May  
12 to October, Duke Energy, since it is under my name  
13 they put it under my name, they're asking \$210 after  
14 how many months. Right here, they put it with the  
15 October 2, 2009 bill. That made it up to \$858.08.

16 THE ATTORNEY EXAMINER: In the bill with  
17 the due date November 4, 2009, I am marking it  
18 Defendant's Exhibit 5.

19 (EXHIBIT MARKED FOR IDENTIFICATION.)

20 MS. GHEBREMARIAM: So on November 4,  
21 2009, this is the last bill I have for this  
22 particular floor, it is \$867.80, plus each time there  
23 is a late fee for the high bill. This is something I  
24 didn't have.

25 THE ATTORNEY EXAMINER: I'm marking as

1 Complainant's Exhibit 6 the bill with a due date of  
2 November 5th, 2009.

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 MS. GHEBREMARIAM: This is just to show  
5 the bill was escalating to a higher amount, then the  
6 higher amount right here is going to create a lot of  
7 problems to all of the buildings.

8 THE ATTORNEY EXAMINER: I'm marking as  
9 Complainant's Exhibit No. 7 labeled as a  
10 disconnection notice, it shows the due date of  
11 September 4th, 2009, the amount due of \$355.70.

12 (EXHIBIT MARKED FOR IDENTIFICATION.)

13 MS. GHEBREMARIAM: On Floor 1 there is an  
14 electric -- that's for gas, they're claiming, but  
15 there was no electric in the building that I know of.  
16 But at this particular building on due date  
17 September 4, 2009, if I'm not wrong, I think this is  
18 for gas because this is going to be transferred  
19 somewhere in one of the buildings. I recognize the  
20 amount. I'm going to show it to you, but I'm not  
21 exactly sure. We have to go a little bit more. I  
22 can't remember exactly if it was for gas or electric.

23 For some reason I think I missed June,  
24 July 6, 2009 supposed to be in the middle.

25 THE ATTORNEY EXAMINER: I think the date

1 due on July 6 was Exhibit 1.

2 MS. GHEBREMARIAM: Okay. July 6, 2010.

3 THE ATTORNEY EXAMINER: Oh, July 6, 2010.

4 MS. GHEBREMARIAM: You want me to put as  
5 Exhibit 1?

6 THE ATTORNEY EXAMINER: No, no. I'm  
7 sorry. July 6, 2009 was a bill that you already  
8 introduced as Exhibit 1, but you are talking about a  
9 year later. It might be a different exhibit.

10 MS. GHEBREMARIAM: Right, because we were  
11 talking a due date for July for Floor 1. Let me see  
12 here to match it. Well, I think to put as an exhibit  
13 because it is part of Floor 1, but for some reason,  
14 that's the only one I have. The bills were going to  
15 Virginia, so that doesn't mean I have all bills. I  
16 just have what I have, and I'm working with what I  
17 have.

18 THE ATTORNEY EXAMINER: Again, I'm not  
19 trying to keep you from looking at what you need to  
20 look at. When you're ready, I would like you to  
21 bring up -- I have Complainant's Exhibit 5, 6 and 7  
22 but I would like to have up here for any of the  
23 parties that want to look at Complainant's Exhibits 1  
24 through 4 also, so they're all up here so I can keep  
25 track of where they are.



1 MR. McMAHON: She has them all.

2 THE ATTORNEY EXAMINER: I know. I'm  
3 asking her to bring them up.

4 If you don't mind, bring up Complainant's  
5 Exhibit 1 through 4 and lay them like this so we can  
6 keep track of them. If you need them back, you can  
7 look at them.

8 MS. GHEBREMARIAM: No, this is yours,  
9 you're right.

10 THE ATTORNEY EXAMINER: I'm just trying  
11 to keep track. That would be helpful.

12 MS. GHEBREMARIAM: Yes, I have the  
13 original.

14 THE ATTORNEY EXAMINER: Now I'm all  
15 caught up on the exhibits and they're available for  
16 you to look at.

17 MS. GHEBREMARIAM: We are at Exhibit 7  
18 and Exhibit 8.

19 THE ATTORNEY EXAMINER: The next exhibit,  
20 if you introduce one, is Exhibit 8. Exhibit 7 was  
21 the disconnection notice.

22 MS. GHEBREMARIAM: This time Duke Energy  
23 have a different way to prepare the bill. They can  
24 prepare the bill the way it is right now with all the  
25 information here, which is an exact duplicate

1 probably of the bill or a spreadsheet like what they  
2 have done, which is maybe five, six months ago.

3 But there's also another way for them to  
4 prepare this. Simply the easy way, without adding --  
5 which is what I was asking the whole time -- without  
6 adding the estimates, without adding the late fees or  
7 exaggerated bills, which really created so much  
8 confusion.

9 So at one time I was able to get a copy  
10 from a different department, which looks much more  
11 easier to look at, and this just shows you without  
12 anything else exactly the -- let's say for 11/5/09,  
13 which is November 5, 2009, when the bill started --  
14 no, no, this is the end of bill, so June 8, '09 when  
15 the bill started, it shows 7.89.

16 It also shows in the spreadsheet. It  
17 also shows here somewhere, but you have to look at  
18 it. You have to really go dig and see. You have to  
19 see how many numbers, exaggerated numbers first, and  
20 going back and forth, and minus and plus, and then  
21 you get lost in the middle.

22 But this is a very simple and easy way to  
23 see exactly what was the charge in that particular  
24 building. This will make it much more easier.

25 THE ATTORNEY EXAMINER: Are you

1 introducing that as an exhibit?

2 MS. GHEBREMARIAM: Yes. Okay, this will  
3 make our life much, much easier. This will summarize  
4 every detail. All of it was summarized.

5 THE ATTORNEY EXAMINER: You have this  
6 marked as Exhibit 9, but I'm going to mark it  
7 Complainant's Exhibit 8.

8 MS. GHEBREMARIAM: I'm sorry, 8.

9 (EXHIBIT MARKED FOR IDENTIFICATION.)

10 THE ATTORNEY EXAMINER: This appears to  
11 be a letter from Duke, Duke's letter. It's dated  
12 April 7, 2011, and it is some kind of a -- I'll let  
13 him see this first.

14 MS. GHEBREMARIAM: So this --

15 THE ATTORNEY EXAMINER: Wait a minute.  
16 He's taking a look at it.

17 On it says, "Information regarding your  
18 account is listed below". It pertains to the Floor  
19 1 McMicken account dated April 7, 2011. We will at  
20 least identify the exhibit. It also, I would point  
21 out, is four pages.

22 Do you need it?

23 MS. GHEBREMARIAM: No, it's yours.

24 THE ATTORNEY EXAMINER: Now you can go  
25 ahead and continue.

1 MS. GHEBREMARIAM: So all of this that we  
2 were talking about how -- I mean, how it was  
3 estimated, how late fees was, how it was calculated  
4 and all of this up to 896, so even more, because  
5 there was no service, there was no watts used  
6 completely in that building, according to my  
7 information there wasn't even electric on in that  
8 building, but they said there was, therefore, and  
9 then the reading -- well, they have the reading  
10 first, and then we have the reading at the end, which  
11 is on the date -- right now I have the correct  
12 information to the date, conflicts completely. It  
13 shows there was no service. There was no wattage  
14 used either for gas or for electric.

15 When Duke Energy realized that there was  
16 no service or there was no wattage used after the  
17 reading was done, then they want for the delivery  
18 service. So at this time they start charging  
19 delivery service of \$7.89 let's say in June and then  
20 on July 9, 9.64, so it was about the same, less than  
21 \$10 and they end up with \$65.92. They say it's for  
22 electric.

23 And then the next page will be for gas  
24 that when there was no gas in the building, plus --  
25 yeah, there was no gas in it, but there were

1 estimates. There were estimates for one month and  
2 another month that escalated to \$877.55 on June 29,  
3 '09, and then, again, after the reading done, the  
4 actual reading done, that was probably ordered by  
5 PUCO last year, now they are asking delivery charge,  
6 which is 57.46 on June 8 of '09 and \$49.47 on  
7 June 29, 2009.

8 So when I went to the store, the service  
9 for the first floor, at least I was begging many  
10 times to the customer service, which is on that Linn  
11 Street, and asking her, I do not want to pay for  
12 something I'm disputing, but at least can I just do  
13 something about you turning on the service.

14 Well, she wants me to pay the 57 plus --  
15 which is -- let me see how much. She wants me to pay  
16 \$106.93 for the delivery charge for gas and  
17 \$55.92 for electric charge. And then I realize there  
18 was also late charge that made it 188 and something,  
19 181.88.

20 But then I realize that it was sent to a  
21 collection agency. So if I am with PUCO complaining  
22 and here we are, you know, I have no service, they,  
23 you know, overpowered me to get the lights to even  
24 work in my building, I have no choice but to wait;  
25 therefore, they're going to send it to collection

1 agency?

2           So collection agency started calling me  
3 almost 8:00 9:00, you know, in the evening. So, you  
4 know, one time I was really mad, and I say, "Do not  
5 call me at this hour at 9:00 o'clock." Then I find  
6 out it was this amount of money for the first floor.

7           But then I got a letter, and so I also  
8 want to present that letter. Then I wrote them a  
9 letter telling them, at least politely, that we were  
10 in dispute, but at least they send it to collection  
11 agency.

12           On Floor 1 that's the argument I'm going  
13 to have. We have a conclusion that there is at least  
14 180-something that is what they are asking me to pay  
15 now, not all the escalated. But still I'm arguing  
16 with that because, first of all, it should not be in  
17 my name. Somebody put it in my name. No permission  
18 was given whatsoever.

19           Second, I really lost too much all of  
20 these months to go through what I'm going through  
21 without a light in the building, including delay in  
22 opening my business.

23           Now we can go to Floor 2.

24           THE ATTORNEY EXAMINER: Okay. So that's  
25 all -- not that you can't bring up something later if

1 it comes to your mind, but that's all your testimony  
2 concerning the Floor 1 at McMicken Avenue?

3 MS. GHEBREMARIAM: Yes.

4 THE ATTORNEY EXAMINER: Okay. Thank you.  
5 And those are all the exhibits that pertain to that?

6 MS. GHEBREMARIAM: Yes.

7 THE ATTORNEY EXAMINER: Okay, thank you.  
8 So the next property we will talk about  
9 is?

10 MS. GHEBREMARIAM: 271 McMicken Avenue,  
11 Floor 2.

12 THE ATTORNEY EXAMINER: We just talked  
13 about Floor 1, and then we will talk about Floor 2;  
14 is that what we are saying?

15 MS. GHEBREMARIAM: Yes, if I have the  
16 papers.

17 MR. McMAHON: Do you mind if we take a  
18 lunch break for a half hour? We've been sitting here  
19 for three and a half hours.

20 THE ATTORNEY EXAMINER: Yes. Let's take  
21 a break and get back at -- is it okay if we get back  
22 at 2:00 o'clock?

23 MR. McMAHON: Yes.

24 THE ATTORNEY EXAMINER: We will take a  
25 40-minute break for lunch.

1 MR. McMAHON: Okay. Thank you.

2 THE WITNESS: I apologize.

3 - - -

4 (At 1:20 p.m.a lunch recess was taken  
5 until 2:00 p.m.)

6 - - -

7 THE ATTORNEY EXAMINER: Back on the  
8 record.

9 Ms. Ghebremariam, you are still  
10 testifying.

11 MS. GHEBREMARIAM: Okay. Thank you.  
12 Right now we are going to go to 271 McMicken, Floor  
13 No. 2.

14 THE ATTORNEY EXAMINER: Floor No. 2,  
15 okay.

16 MR. McMAHON: Just to be clear, there are  
17 two accounts on that floor. Are you talking electric  
18 or gas at this point?

19 MS. GHEBREMARIAM: This one I'm talking  
20 gas.

21 THE ATTORNEY EXAMINER: Which one of  
22 yours is corresponding so I can follow along.

23 MR. McMAHON: The gas exhibit in Duke's  
24 testimony is Exhibit E.

25 THE ATTORNEY EXAMINER: Okay. I'm



1 marking this exhibit as Complainant's Exhibit 9.

2 MS. GHEBREMARIAM: Are we going to  
3 continue it?

4 THE ATTORNEY EXAMINER: The record will  
5 show you have gone on, but I will number all your  
6 exhibits.

7 MR. McMAHON: This is page 2 of 2.

8 THE ATTORNEY EXAMINER: Yes. This is  
9 only page 2 of 2. Is there a page 1?

10 MS. GHEBREMARIAM: Let's see, yes, you're  
11 right. Let me give you this one.

12 THE ATTORNEY EXAMINER: Do you have the  
13 other page?

14 MS. GHEBREMARIAM: Yes.

15 THE ATTORNEY EXAMINER: I'm marking the  
16 two-page exhibit which is the bill with the due date  
17 July 6, 2009 in the amount of \$33.84, I'm marking it  
18 at Complainant's Exhibit 9.

19 (EXHIBIT MARKED FOR IDENTIFICATION.)

20 MS. GHEBREMARIAM: This is 33.84 service  
21 for due date July 6, 2009, and here the meter reading  
22 shows 3468 at that time start, and the second would  
23 be -- hold on, give me one minute.

24 This is the only bill I have, Exhibit 10.

25 THE ATTORNEY EXAMINER: Complainant's

Exhibit 10 is the final bill, August 4 due date. The final amount is \$436.16.

(EXHIBIT MARKED FOR IDENTIFICATION.)

MS. GHEBREMARIAM: This particular bill shows \$33.84, and it's a gas bill, and then it was a credit of \$33.84 and it was estimated that charge of \$243.12, and then there was another 192.53 for June 8 to June 29. That added up to \$436.16. This is for Floor No. 2.

If I find anything for gas, I will see if there is anything but so far I only see two for electric -- well, electric, but even though they were one bill for June and July, at least one bill, it would be more than one month. So we have to proceed to electric charge for the same building for Floor No. 2.

THE ATTORNEY EXAMINER: All right. This is -- I'm marking as Complainant's Exhibit 11 a Duke Energy bill, due date July 6, 2009. The amount due is 88.06 for Floor 2, 271 McMicken. It shows the electric meter reading.

I'll state for the record when I read the transcript the exhibit seems to be the same as the first in the Company's Exhibit C.

(EXHIBIT MARKED FOR IDENTIFICATION.)

1 MS. GHEBREMARIAM: On Exhibit 11, the  
2 meter reading started 75282, and it was estimated.

3 On August 4, 2009, electric for June 8 to  
4 July 8 is 145.55, plus the previous bill, 88.06, plus  
5 1.32 made it 89.38. And then there was a transfer  
6 from account No. 02800016-27. This \$26.16 is not my  
7 account. This account came from somebody, a previous  
8 tenant, but it is not my account.

9 I should have given you this first before  
10 I said all of this.

11 THE ATTORNEY EXAMINER: I'm marking  
12 Complainant's Exhibit No. 12, which is the bill she  
13 just spoke of, the August 4, 2009 bill for Floor 2 at  
14 McMicken for the electric bill.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 MS. GHEBREMARIAM: Exhibit 13.

17 THE ATTORNEY EXAMINER: All right.  
18 Exhibit 13 is a disconnect notice for Floor 2,  
19 electric bill, due date September 2, 2009 in the  
20 amount of 397.46.

21 (EXHIBIT MARKED FOR IDENTIFICATION.)

22 MS. GHEBREMARIAM: Can I see that  
23 exhibit?

24 THE ATTORNEY EXAMINER: Yes. You want  
25 13?

1 MS. GHEBREMARIAM: This is for electric  
2 again for Floor No. 2, due date, September 2, 2009.  
3 The charges, electric charges, were all estimates,  
4 397.46.

5 THE ATTORNEY EXAMINER: I'm marking  
6 Complainant's Exhibit No. 14, a disconnection notice  
7 with a due date October 2, 2009, in the amount of  
8 546.44 pertaining to Floor 2.

9 (EXHIBIT MARKED FOR IDENTIFICATION.)

10 MS. GHEBREMARIAM: Again, there is  
11 nothing different in here. It is all about, again,  
12 an exaggerated bill, which is a very high estimate.  
13 It is 546.44. That's what she transferred to other  
14 accounts, which will create a lot of confusion, so  
15 that's what I tried to pull.

16 THE ATTORNEY EXAMINER: Complainant's  
17 Exhibit 15, which I'm marking, is a disconnect  
18 notice, due date November 2nd, 2009, amount due,  
19 \$682.60.

20 (EXHIBIT MARKED FOR IDENTIFICATION.)

21 MS. GHEBREMARIAM: Just to show the  
22 different numbers that are put on statements and that  
23 I see, one example, for example, current electric  
24 charge for September 4 to October 6 shows 127.96  
25 stated estimated, but in another statement bill,

1 which I am going to get, I have a statement bill  
2 which shows another for the same September  
3 4-October 6 might show \$250. Then the actual bill  
4 will show another, which is different bill, which is  
5 21.45.

6 So for the same months, the same probably  
7 service or estimate, sometimes it shows more than two  
8 or three different numbers, and that creates also a  
9 lot of problems with the billing system.

10 MR. McMAHON: Objection, move to strike,  
11 lack of foundation.

12 THE ATTORNEY EXAMINER: I'll allow it.

13 I am marking Complainant's Exhibit 16,  
14 which is a corrected bill for an amount due of zero  
15 dollars, zero cents for Floor 2. I don't see a date  
16 on it. There's no due date on it, maybe because  
17 there's nothing due.

18 MR. McMAHON: I believe if you look  
19 halfway down it says "bill prepared June 3, 2010."

20 THE ATTORNEY EXAMINER: Okay. I'm trying  
21 to identify it when I read the transcript.

22 MR. McMAHON: Right.

23 (EXHIBIT MARKED FOR IDENTIFICATION.)

24 MS. GHEBREMARIAM: This is on October 6  
25 to November 5. It should be 2010, I hope, because at

1 that time I'm already complaining to PUCO; therefore,  
2 we have to do a reading. When the reading was done,  
3 the 75015, the first reading we have here conflicts  
4 with the reading we have that day, which is on  
5 May 24, 2010.

6 For this particular case, Erin and I  
7 think Sharon, I'm not sure of her name, the  
8 representative, they discussed it and Erin promised  
9 she's going to give a credit for everything that  
10 shows on 271 McMicken.

11 At that moment, this bill, as you can  
12 see, credit is given. It might look like a credit is  
13 given, but if you see carefully here on the transfer  
14 from and then transfer from another account  
15 0280016-29, for example, and then all of this  
16 transfers, they are going to be transferred again to  
17 another building that you're going to see soon, so  
18 even though it may look like this right here, it's  
19 going to come back again as a bill.

20 Even though also it shows zero here, when  
21 I called to customer department at that time, I know  
22 we discussed about 1908 Vine Street because it was  
23 disconnected. I had a disconnection notice, even  
24 though -- even though Erin said that this would be a  
25 zero balance because of the new reading that we had,

1 and as you can see the new reading, 75015 is the old  
2 reading and 75135 for the new reading.

3 But with all this, the amount of 709,  
4 close to 1,000 if you add it all together, therefore,  
5 there was no service given. There was nothing used,  
6 but just the amounts were escalated because 75015 the  
7 reading to 75135, usage only goes to 120, that's it,  
8 but for 120 there were so many bills, of the past all  
9 of the exhibits from 9 to 15.

10 And then when I called the customer  
11 service, the customer service have no information  
12 about a discussion that I was discussing with Erin,  
13 at least we e-mailed to each other at one time, but  
14 it wasn't verbal, but we e-mailed each other at one  
15 time. And I think the e-mail was e-mailed between  
16 Erin and Sharon in the customer service was e-mailed  
17 back to me.

18 At that point, you said there was no  
19 reading done. The reading was -- there was no  
20 reading done but the electric was connected from the  
21 outside, from the wires outside. That is what I  
22 know.

23 And Erin promised me, and probably not me  
24 directly but also promised to the PUCO, she was  
25 telling them, even though it shows this particular

1 bill as zero, the customer service bill shows as it  
2 is my charge completely. So each time I called the  
3 customer service, they would say you have 1,000  
4 something dollars to pay. If you do not pay this,  
5 the 1908 Vine Street will be disconnected.

6 So at that moment I was saying, "What  
7 about this? What about this zero?" That's what she  
8 said, you know, it was all done. No, I was told I  
9 have to pay the whole amount. And the worst is they  
10 didn't even know nothing about it. They know nothing  
11 about this bill; not only one customer service, but  
12 many of them.

13 So I called -- I was desperate. I was  
14 angry. I don't know where to go, what to do. I need  
15 my electric on in 1908 Vine Street; therefore I  
16 called Sean. I left a couple of messages. She  
17 emailed me back, and I think she e-mailed somebody,  
18 Erin or somebody, but, anyway, 1908 Vine Street will  
19 be disconnected because this amount of money that we  
20 see here as zero is going to be transferred to 1908  
21 Vine Street.

22 We are at Exhibit No. 16?

23 THE ATTORNEY EXAMINER: 17.

24 MS. GHEBREMARIAM: 17. This is Exhibit  
25 17, a disconnection notice for \$350. I'm not exactly



1 sure but the \$350 could be the gas that we have just  
2 two bills. That is disconnection.

3 THE ATTORNEY EXAMINER: We will mark this  
4 exhibit. It's a letter from Customer Service, JR  
5 Raineir to Almaz dated August 26, 2009.

6 (EXHIBIT MARKED FOR IDENTIFICATION.)

7 THE ATTORNEY EXAMINER: I'm marking as  
8 Complainant's Exhibit No. 18, again another letter  
9 from J.R. Raineir to Complainant dated October 27,  
10 2009.

11 (EXHIBIT MARKED FOR IDENTIFICATION.)

12 MS. GHEBREMARIAM: On this letter, the  
13 one that we saw zero balance on 271 McMicken, Floor  
14 2, right now they're requesting me to pay \$758.15,  
15 plus a security deposit for \$210.

16 This one will be now added to another  
17 bill, the 158.15, plus the 210. It's going to be  
18 \$968.03. This bill is going to show all the bills in  
19 the end will be coming back. It will duplicated more  
20 than one, more than two. So at this time, I have  
21 this bill. I have the disconnection. And then the  
22 900 dollars. This is very, very important because  
23 it's going to come back again.

24 I have also like these two papers.  
25 \$188.26 is the bill that came, according to my

1 understanding, from 271 McMicken, first floor.  
 2 That's a commercial building. And the \$188.26 on  
 3 June 23, 2010, according to my understanding, this we  
 4 were discussing, this came from the gas delivery  
 5 charge and electric delivery charge after they  
 6 realized that there was no service. There was  
 7 nothing in that building, and they ended up asking me  
 8 180 -- at least I don't have to pay all of the  
 9 estimates, but at least they have this, so I didn't.

10 Anyway, so for this, even though I am in  
 11 complaint, \$188.26 went to a collection agency, and  
 12 this is what I got. I got called, so I have to write  
 13 them, and that letter came to me from every day  
 14 calling me.

15 THE ATTORNEY EXAMINER: I'm marking this  
 16 as Complainant's Exhibit No. 19. It appears to be a  
 17 letter written by Ms. Ghebremariam dated the 7th of  
 18 February, 2011. It has a case caption on the top and  
 19 it's two--page exhibit, the second page, the first  
 20 line says Amount Due Inquiry.

21 (EXHIBIT MARKED FOR IDENTIFICATION.)

22 MS. GHEBREMARIAM: I didn't bring the  
 23 actual letter from the collection agency. For some  
 24 reason they kept sending it to Virginia.

25 THE ATTORNEY EXAMINER: You said you sent

1 it to the collection agency?

2 MS. GHEBREMARIAM: Yes. The collection  
3 agency, they were sending it to Virginia.

4 THE ATTORNEY EXAMINER: It's not the  
5 letter, but it has a same language as the one --

6 MS. GHEBREMARIAM: No. No. They were  
7 sending the bill, the collection agency they were  
8 sending the bill to --

9 THE ATTORNEY EXAMINER: But I'm talking  
10 about this exhibit, is the language that was included  
11 in the letter, you don't have a copy of the letter,  
12 but you have a copy of the language of the letter  
13 that you're submitting in this exhibit that you sent  
14 to the collection agency along with the attachment,  
15 the second page.

16 MS. GHEBREMARIAM: Yes. Absolutely.

17 THE ATTORNEY EXAMINER: What's the name  
18 of the collection agency, if you know? Oh, here it  
19 is, probably. It's referring to CBCS Company. Is  
20 that it?

21 MS. GHEBREMARIAM: I think so, yes.

22 THE ATTORNEY EXAMINER: Okay. You  
23 drafted that language on that exhibit? That's your  
24 letter, you wrote it, right?

25 MS. GHEBREMARIAM: Yes.

1 THE ATTORNEY EXAMINER: You're saying  
2 that's the same as the language that you sent in the  
3 letter?

4 MS. GHEBREMARIAM: Yes.

5 THE ATTORNEY EXAMINER: Okay.

6 MS. GHEBREMARIAM: This is Exhibit 19.

7 THE ATTORNEY EXAMINER: We already have a  
8 19. It will be 20.

9 MS. GHEBREMARIAM: I'm sorry, Exhibit 20.

10 THE ATTORNEY EXAMINER: I'm marking as  
11 Complainant's Exhibit 20, I'm trying to identify what  
12 it is. Is it like a bill? Looks like an invoice.

13 MS. GHEBREMARIAM: It's kind of a summary  
14 that shows for three months.

15 THE ATTORNEY EXAMINER: In the middle  
16 page it is marked Electric Billing History.

17 MS. GHEBREMARIAM: Uh-huh.

18 THE ATTORNEY EXAMINER: I think that is  
19 sufficient to identify it. I've marked it.

20 (EXHIBIT MARKED FOR IDENTIFICATION.)

21 MS. GHEBREMARIAM: This amount of  
22 \$569.48 --

23 THE ATTORNEY EXAMINER: Do you need to  
24 look at it?

25 MR. McMAHON: Please.

1 THE ATTORNEY EXAMINER: Do you want to  
2 explain to me why you are submitting this exhibit?

3 MS. GHEBREMARIAM: Right. This is for  
4 Floor 2 and for June 8, '09 and June 29. If you see  
5 this amount, just within June 8 to June 29 it is  
6 \$569.48. That is exaggerated, and this is an  
7 estimate, and it's too high.

8 THE ATTORNEY EXAMINER: I don't see  
9 Duke's name on it. Is this something that came from  
10 Duke?

11 MS. GHEBREMARIAM: Yes. It's from Linn  
12 Street, L-I-N-N. They closed it now.

13 Going back to October 6-November 5, meter  
14 reading 75015 to 75135, usage only 120, even though  
15 it was given a credit, the amount of money estimated  
16 in all of that was about \$1,646.70. It was that  
17 high.

18 THE ATTORNEY EXAMINER: Marking as  
19 Complainant's Exhibit 21 a paper that in form looks a  
20 lot like Exhibit 20, but it shows in the middle of  
21 the page, a detailed Electric Billing History.

22 (EXHIBIT MARKED FOR IDENTIFICATION.)

23 MS. GHEBREMARIAM: I want to add it up so  
24 I can show how it was escalated to show how it  
25 shouldn't be.

1 THE ATTORNEY EXAMINER: Okay.

2 MS. GHEBREMARIAM: On the other one we  
3 saw, which is for the same but for June 8, 2009 to  
4 June 29, 2009, there was \$569.48 estimated.

5 THE ATTORNEY EXAMINER: In the Gas  
6 Billing History detail?

7 MS. GHEBREMARIAM: Yes -- and here, which  
8 is similar or the same.

9 THE ATTORNEY EXAMINER: As the other  
10 exhibit, pertains to the electric detail.

11 MS. GHEBREMARIAM: Yes.

12 THE ATTORNEY EXAMINER: It's for  
13 different dates.

14 MS. GHEBREMARIAM: Okay, \$1,280.

15 THE ATTORNEY EXAMINER: You are doing the  
16 calculation now so you can tell me. Is this the same  
17 as the other one?

18 MS. GHEBREMARIAM: A different  
19 calculation, different estimates.

20 THE ATTORNEY EXAMINER: So this is a new  
21 exhibit?

22 MS. GHEBREMARIAM: It's a new exhibit.

23 THE ATTORNEY EXAMINER: This I am marking  
24 as Complainant's Exhibit No. 22, similar in format to  
25 20 and 21. This time it's electric billing history

1 between the dates of 11/5/09 going backwards to  
2 6/08/09.

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 THE ATTORNEY EXAMINER: What are these  
5 documents. I can't understand. They don't seem to  
6 be bills. They're showing some kind of makeup of a  
7 billing history, but I find them very hard to  
8 understand. How did you get these? What are they?  
9 What do they mean to you?

10 MS. GHEBREMARIAM: They mean a lot  
11 because that's the billing history instead of all the  
12 documents we have here, this shows very short, for,  
13 let's say, for like eight months, ten months, these  
14 are all the estimates. It will show you the  
15 estimates that were exaggerated, this is \$1,280.

16 THE ATTORNEY EXAMINER: So you're saying  
17 if I would compare these billing histories to the  
18 billing history that I see coming up in the prefiled  
19 testimony from the company, that comes to different  
20 results than they did?

21 MS. GHEBREMARIAM: This is a summary, the  
22 way they do it, it shows you the estimates. It shows  
23 you the multi-pro.

24 MS. LARICCIA: It's the multi-prorating  
25 where they did a cancel rebill, so she's saying it

1 was charged. Then it was canceled out and rebilled,  
2 which it would be, if you are looking at the billing  
3 things, it would be on the corrected bill.

4 THE ATTORNEY EXAMINER: He's pointing out  
5 to me Exhibit 21 and 22 are really the same except  
6 for that on 22, you did the calculation that you  
7 asked for time to do, and I see what kind of  
8 calculator. You wrote on the exhibit in your own  
9 handwriting how you calculated how the billing  
10 history added up. So I will keep all three exhibits  
11 but that's the distinction between them.

12 MS. GHEBREMARIAM: The Exhibit No. 20, if  
13 you see the amount net charge of the estimated, is  
14 \$192.53, 243.12, 33.84.

15 THE ATTORNEY EXAMINER: That's on 20.  
16 I'm saying that 21 and 22 have the same information  
17 except for your handwriting.

18 MS. GHEBREMARIAM: They do? I gave you  
19 double?

20 THE ATTORNEY EXAMINER: I think they're  
21 the same.

22 MS. GHEBREMARIAM: Now, it has 171.33 on  
23 both of them?

24 THE ATTORNEY EXAMINER: Yes 177.33. So  
25 the difference is on the second exhibit, 22, you



1     calculated the numbers together in handwriting and  
2     added, and it came to 1,000 --

3                 MS. GHEBREMARIAM:   If you don't mind, I  
4     can get back the other one.

5                 THE ATTORNEY EXAMINER:   Okay.   If you  
6     aren't submitting 21, you can have it back.

7                 MS. GHEBREMARIAM:   Okay.

8                 MR. McMAHON:   So 21 has been withdrawn?

9                 THE ATTORNEY EXAMINER:   Yes, withdrawn.

10                MS. GHEBREMARIAM:   It's the same.   I can  
11    see that now.

12                We are at what exhibit number now?

13                THE ATTORNEY EXAMINER:   23.

14                MS. GHEBREMARIAM:   Okay.

15                THE ATTORNEY EXAMINER:   All right.   I am  
16    marking as Complainant's Exhibit No. 23 a letter from  
17    J.R. Rainear to the Complainant dated September 23,  
18    2009.

19                (EXHIBIT MARKED FOR IDENTIFICATION.)

20                MS. GHEBREMARIAM:   This is the \$494 that  
21    I was adding, the estimate.

22                THE ATTORNEY EXAMINER:   The letter is  
23    marked, "Subject:   Disconnection Notice for Account  
24    No. 23300481-42-6."

25                MR. McMAHON:   If it helps matters, that

1 is for the first floor commercial account.

2 THE ATTORNEY EXAMINER: It's the first  
3 floor commercial account, okay.

4 MS. GHEBREMARIAM: I think we are done  
5 with Floor No. 2, presenting evidence. My point is,  
6 that one sheet of paper that shows for months to  
7 months of use, that shows exaggerated bill, which is  
8 estimated bill, and then shows also the  
9 multi-prorating bill.

10 So anything that is higher bill  
11 estimated, it shows canceled. This is after -- it  
12 shows canceled here, but we have to go here -- we are  
13 going to get lost completely when it comes to this  
14 one. Therefore, the best for me, the way I look at  
15 it, which is very, very easy is to -- this is what  
16 the summary of all of these things that I have  
17 explained, all of this, this is what it is. The  
18 estimates are right there, the current, the  
19 multi-prorating are right there.

20 And all the numbers match? Are they  
21 correct? If you look very careful from one bill to  
22 another bill, they're not. Some bill might be 2145,  
23 and the other one might say higher or lower.

24 MR. McMAHON: I'll object.

25 MS. GHEBREMARIAM: You have to really

1 understand from where that came. You have to look  
2 very carefully on the dates, carefully on estimates  
3 and try to match it all together very, very  
4 carefully, very time consuming.

5 THE ATTORNEY EXAMINER: I'm going to  
6 allow the testimony in and note his objection and  
7 make a decision when reading the transcript rather  
8 than now.

9 (Discussion off record.)

10 THE ATTORNEY EXAMINER: I know we are all  
11 tired. We are going to continue with today's  
12 hearing. It is 3:15. We will go until about  
13 4:00 o'clock today, and we are not expecting to  
14 finish today. We will reschedule the hearing, have  
15 it continue, and we've agreed we will reconvene it  
16 November 17 at 10:00 o'clock, and I think I was  
17 stating on the record if there is a need to  
18 reschedule it, we will do so.

19 MS. LARICCIA: Thank you.

20 THE ATTORNEY EXAMINER: You may continue  
21 and we will stop pretty close to 4:00 o'clock.

22 I'll also note on the record you made a  
23 commitment to be on time. This will be your third  
24 trip to the building so no excuses about not being  
25 able to find it or parking.

1 MS. GHEBREMARIAM: I think we are  
2 completing the 271.

3 THE ATTORNEY EXAMINER: Second floor --

4 MS. GHEBREMARIAM: 271 McMicken, Floor 2,  
5 so we have to go to Floor 3.

6 THE ATTORNEY EXAMINER: I'm tempted to at  
7 this point ask if you want to submit these exhibits  
8 now and hear any objections and make a ruling on  
9 these exhibits rather than wait until you are done  
10 with all of them and do more later. I'm willing to  
11 wait, but I would sort of like to make a ruling on  
12 these now, unless either party would rather wait  
13 until later.

14 MR. McMAHON: I'm fine with handling it  
15 now.

16 THE ATTORNEY EXAMINER: Okay. Did you  
17 want to request each of these exhibits you proffered  
18 be admitted into evidence?

19 MS. GHEBREMARIAM: Yes.

20 THE ATTORNEY EXAMINER: Do you have  
21 objections to say any of them.

22 MR. McMAHON: I guess my only objection  
23 would be to the extent there is handwriting on any of  
24 the exhibits, other than the identifying exhibit  
25 number, on a number of those exhibits, including, for

1 example, Exhibit 20, there's all sorts of handwriting  
2 on the back, almost a whole page of handwriting, and  
3 none of that handwriting has been authenticated,  
4 testified to.

5 So I would say the exhibits to the extent  
6 that they purport to be documents prepared by Duke,  
7 bills, notices, letters, I don't have any objection  
8 to the typed content, but everything else, any  
9 handwriting, I object to.

10 THE ATTORNEY EXAMINER: Okay. Can we  
11 make one exception for I think it was 22 where --  
12 that was where one of them got withdrawn and the  
13 reason for submitting 22 was it also contained her  
14 calculation of the figures there, so that her  
15 handwriting shows 1,280.22.

16 MR. McMAHON: That's the one with all the  
17 writing on the back.

18 THE ATTORNEY EXAMINER: Were you  
19 submitting this for the purpose that he's talking  
20 about and you really weren't trying to get the  
21 Commission to consider the handwriting that's on  
22 here?

23 MS. GHEBREMARIAM: Some of this, the  
24 writing on the back really was I was doing something,  
25 I didn't have papers around me, and I'm calculating

1 and trying to understand myself to really understand  
2 how it came up to be that way. It wasn't really  
3 something that -- it's the same thing. The numbers  
4 are the same things that I took from the bill.

5 THE ATTORNEY EXAMINER: Are you  
6 submitting these for the purpose of what was on the  
7 exhibits before you wrote on them?

8 MS. GHEBREMARIAM: To the one in the  
9 front, there was only one or two I didn't have a  
10 paper around me that I probably added up -- like the  
11 same thing I gave to you, but I added up how this  
12 came out to be this, how that came out to be that.  
13 That wasn't submitted as an evidence. Anything else  
14 that was writing and stuff like that, wasn't really  
15 an evidence.

16 THE ATTORNEY EXAMINER: What I would like  
17 to do would be to admit it without -- to the extent  
18 you want the Commission to consider anything that's  
19 in handwriting here, that you would bring it up --

20 MS. GHEBREMARIAM: Do you mind if I look  
21 at them?

22 THE ATTORNEY EXAMINER: You may look at  
23 them. You would bring it out in your oral testimony  
24 rather than have us rely on the exhibits.

25 MS. GHEBREMARIAM: Yes.

1 THE ATTORNEY EXAMINER: Take your time  
2 now, take a look at it.

3 MS. GHEBREMARIAM: For example, the first  
4 page on this one I said gas started on 8842, ending  
5 reading of 9484. This would be something we are  
6 going to go also, you know, go back and look, but  
7 sometimes it's good to bring it first. That way it  
8 will help at the end so when we are going to discuss  
9 how it happened.

10 THE ATTORNEY EXAMINER: You intend to  
11 bring this up later?

12 MS. GHEBREMARIAM: Yes.

13 THE ATTORNEY EXAMINER: I would like to  
14 admit the exhibits the way they are, but not for the  
15 purpose of having the Commission consider the  
16 handwriting that's on there, but they could consider  
17 anything -- you could have the exhibits back when you  
18 begin to talk about the things on there. You could  
19 have them in the front of you when you are  
20 testifying, but the Commission won't be considering  
21 it from the page of your exhibit. It will  
22 considering it from your oral testimony.

23 MS. GHEBREMARIAM: Yes. That was the  
24 intent. Some of it, you know, on the back may not be  
25 but the one on the front is something to help me.

1 THE ATTORNEY EXAMINER: Again, I will let  
2 you have those back when you want to go over and talk  
3 about what you are trying to establish with these  
4 exhibits. If that were to meet the qualifications of  
5 your objection, that's the way I will rule.

6 I will admit all 23 exhibits at this time  
7 subject to that ruling.

8 MR. McMAHON: Thank you.

9 THE ATTORNEY EXAMINER: Thank you.

10 (EXHIBITS ADMITTED INTO EVIDENCE.)

11 THE ATTORNEY EXAMINER: Let's go ahead  
12 and move on to the next property, I think is what we  
13 are planning on doing.

14 MS. GHEBREMARIAM: We are going to go to  
15 No. 3, 271 McMicken, Apartment No. 3.

16 THE ATTORNEY EXAMINER: Apartment 3 at  
17 McMicken.

18 MS. GHEBREMARIAM: 271 McMicken.

19 THE ATTORNEY EXAMINER: Which of the  
20 company exhibits is that?

21 MR. McMAHON: Exhibit G in the Duke  
22 Energy's prefiled testimony.

23 THE ATTORNEY EXAMINER: Thank you.

24 MS. GHEBREMARIAM: Continue on with the  
25 exhibit, the same?



1 THE ATTORNEY EXAMINER: We are on Exhibit  
2 24. I'm marking Complainant's Exhibit No. 24, which  
3 appears to be a bill for Floor No. 3, says Floor 3R  
4 for McMicken, due date July 6, 2009 in the amount of  
5 \$38.15.

6 (EXHIBIT MARKED FOR IDENTIFICATION.)

7 MS. GHEBREMARIAM: On this bill started  
8 May 13 to June 8. The due date was July 6, 2009.  
9 It's just the first bill for gas, \$38.15.

10 THE ATTORNEY EXAMINER: I'm marking  
11 Complainant's Exhibit No. 25, which is another bill  
12 with a due date of -- actually, it says Final Bill.  
13 The due date is July 31, 2009 in the amount of \$44.89  
14 covering the third floor.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 MS. GHEBREMARIAM: It's the same thing.  
17 It shows the gas bill for June 8 to June 29. \$38.15  
18 plus 57 cents late fee, and then it goes back again  
19 \$38.15 credit.

20 Why is it credited and then out of the  
21 second or current bill, that I didn't understand, but  
22 that is how it is done. So at the end it shows  
23 \$44.89. That is what the bill is for that particular  
24 floor right now, a very short bill, but it's not  
25 electric. For some reason, in this building if there

1 was electric in the building, this is also the second  
2 floor, which are all attached, the first floor is  
3 commercial. Above the commercial there is a first  
4 floor above it and then above it there is a third  
5 floor.

6 So I don't understand why there would be  
7 electric and gas in all the other places but there  
8 would not be no electric in that particular, you  
9 know, apartment. I don't understand it, and I don't  
10 understand it because I wasn't the one that asked for  
11 it. If I was the one that asked for it, I probably  
12 would put it all together because I have to renovate  
13 the house.

14 But for some reason -- I didn't look at  
15 very carefully until recently. I said, "Wait a  
16 minute. There was no electric. It was gas only."  
17 So that conflicts with what was said about I ordered  
18 it. I didn't.

19 But, anyway, the bill is \$44.89 and that  
20 is outstanding right now, actually. That's it for  
21 271, third floor. Like I said, no electric.

22 THE ATTORNEY EXAMINER: Third floor?

23 MS. GHEBREMARIAM: Uh-huh.

24 THE ATTORNEY EXAMINER: If this is the  
25 extent of the exhibits you intend to present for the

1 third floor, again, I would like to rule on the  
2 admissibility of these exhibits.

3 MR. McMAHON: 24 and 25?

4 THE ATTORNEY EXAMINER: Yes.

5 MR. McMAHON: No objections.

6 THE ATTORNEY EXAMINER: Okay. They will  
7 be admitted into evidence at this time.

8 (EXHIBITS ADMITTED INTO EVIDENCE.)

9 MS. GHEBREMARIAM: Then we go to 271  
10 McMicken, fourth floor.

11 What time is it now?

12 THE ATTORNEY EXAMINER: 3:30.

13 MS. GHEBREMARIAM: The real problem is  
14 going to come up when you consider things from  
15 McMicken to 1908 Vine Street, from Vine Street to  
16 William Howard Taft.

17 THE ATTORNEY EXAMINER: What I think I  
18 hear you saying, you would rather start that the next  
19 time rather than start it today.

20 MS. GHEBREMARIAM: Yes.

21 THE ATTORNEY EXAMINER: I don't have any  
22 problem with that.

23 MR. McMAHON: I'm fine with it. I guess  
24 I would also ask going forward that the Complainant  
25 come back next time with adequate copies, and with

1 all, due respect, that she be prepared a little bit  
2 better so we can proceed in a little more efficient  
3 manner.

4 THE ATTORNEY EXAMINER: I would request  
5 that you do provide one copy for them and one copy  
6 for me, and you can go ahead and mark them ahead of  
7 time.

8 And also, I mean, I know that you're not  
9 a lawyer. This isn't what you do for the living, but  
10 if you could kind of be more ready to just get it out  
11 there because we've spent a long time just getting a  
12 few exhibits marked, maybe more than a few, but  
13 really that's all we have accomplished, and you had a  
14 long time to get that done. I think if you could be  
15 more efficient, we would all appreciate it, including  
16 you.

17 MR. McMAHON: Since we are not coming  
18 back for two-plus weeks, perhaps Ms. Ghebremariam  
19 would have more time to look at our prefiled  
20 testimony and see if she might be able to use the  
21 same exhibits going forward from the Vine Street and  
22 Howard Taft properties so we're not duplicating  
23 things. If it's not possible, that's fine, but that  
24 may simplify the process as well.

25 THE ATTORNEY EXAMINER: Again, most of

1 the time we spent on exhibits getting them in the  
2 record, it was the same as was already submitted. If  
3 you take a look -- I'm not requesting that you use  
4 any exhibits that is theirs, not yours. Go ahead and  
5 bring your own exhibits, but if you could, it would  
6 save a lot of trouble if you could just agree on,  
7 This is the bill I want to take. This is the bill.  
8 If we could, that be helpful. I am encouraging that  
9 also.

10 MS. GHEBREMARIAM: Okay. I apologize for  
11 not bringing the copies, seriously. There are so  
12 many situations going on right now, I don't even have  
13 a printer. I have to buy a printer.

14 THE ATTORNEY EXAMINER: Well, again,  
15 that's all the more reason if you find an exhibit you  
16 want to mark that is already part of their testimony,  
17 you could offer it as a joint exhibit, if both  
18 parties agree this is the bill for this particular,  
19 for example.

20 MS. GHEBREMARIAM: Okay.

21 THE ATTORNEY EXAMINER: So that would  
22 save you copying time, because if it's an exhibit  
23 they already have in their prefiled, I wouldn't ask  
24 you to make copies of that. If it's some other kind  
25 of document, then I would ask you to make extra

1 copies for the other side and for me.

2 MS. GHEBREMARIAM: I apologize.

3 THE ATTORNEY EXAMINER: Anything else?

4 We will adjourn for today. We will  
5 reconvene on November 17, 10:00 a.m.

6 Thank you.

7 MR. McMAHON: Thank you.

8 MS. GHEBREMARIAM: Thank you.

9 (The hearing adjourned at 3:35 p.m.)

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CERTIFICATE

I do hereby certify that the foregoing is a true and correct transcript of the proceedings taken by me in this matter on Monday, October 31, 2011, and carefully compared with my original stenographic notes.

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Rosemary Foster Anderson,  
Professional Reporter and  
Notary Public in and for  
the State of Ohio.

My commission expires April 5, 2014.  
(RFA-8794)

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Summary: Transcript Transcript of Almaz Ghebremariam vs. Duke Energy Ohio, Inc. hearing held on 10/31/11 electronically filed by Mrs. Jennifer Duffer on behalf of Armstrong & Okey, Inc. and Anderson, Rosemary Foster Mrs.