

Marilyn J. Rhodes
9846 Arvin Avenue
Cincinnati, OH 45236

Case No. 14-834-GA-CSS

Duke Energy Ohio, Inc.

Respondent

Respondent Duke Energy Ohio, Inc. (the “Company” or “Duke Energy Ohio”) submits this pleading in response to the Attorney Examiner’s Entry dated June 5, 2014, whereby the Company was directed to file a document (1) identifying the usage by and amounts billed to Complainant dating back no more than 10 years, Complainant’s payments, and the unpaid balance owed by Complainant; and (2) explaining the payment options available to Complainant. Duke Energy Ohio objects to that Entry because the Commission should dismiss Complainant Complaint, not require Duke Energy Ohio to provide up to ten years of account history so that Complainant can try yet again to comply with the pleading requirements before the Commission and explain the reasonable grounds for her complaint against Duke Energy Ohio.¹ Duke Energy Ohio also objects to that portion of the Entry which precludes the Company from disconnecting Complainant’s services for nonpayment in accordance with its tariffs filed with the Commission.

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Nonetheless, Duke Energy Ohio hereby complies with the Entry and renews its motion to dismiss this action because the Company has fully complied with its tariffs and all applicable statutes, rules and regulations.

Complainant's Account History

Complainant established service with Duke Energy Ohio on February 1, 2003. For at least the third time since Complainant first raised this issue with the Company, Duke Energy Ohio once again reviewed its account and billing records since that date. Duke Energy Ohio has access to Complainant's actual bills since August 2006 and, therefore, only has records of the running total of the unpaid balance due and owing by Complainant since that time. However, the Company has account information regarding the amounts billed to Complainant and payments made by Complainant going back to February 2003.

As ordered by the Attorney Examiner, the attached spreadsheet clearly identifies the amounts billed to Complainant every month for gas and electricity since February 2003, each of Complainant's payments, and the unpaid balance owed by Complainant.² Complainant has not made a payment on her account since February 19, 2014. As of June 2014, that unpaid balance is now \$3,063.20, none of which is legitimately in dispute.

Complainant has breached multiple payment plans over the years, each of which is identified on the attached spreadsheet. As Complainant breached a payment plan, the total amount owed would increase by the corresponding payment plan amount previously removed from her running balance and then returned to her account upon her breach. Until recently

² Although the Entry directed Duke Energy Ohio to file a document which "clearly identifies the usage" by Complainant, Complainant has never disputed her "usage," which seemingly refers to the actual electricity and gas used by Complainant as recorded by the meters at her home. Complainant's "usage" is reflected in the monthly bills generated by Duke Energy Ohio and sent to Complainant. The Company is unaware of any claim by Complainant that she did not receive her monthly bills or that one or both of her meters did not properly record her "usage." Therefore, the Company has not itemized the kilowatts of electricity or cubic feet of gas used by Complainant over the past 10+ years.

Complainant never claimed that Duke Energy Ohio supposedly did anything wrong with her account.

As Complainant breached her payment plans and otherwise failed to pay the amounts owed to Duke Energy Ohio, the Company provided written notice to Complainant of its intent to disconnect her services for nonpayment in accordance with its filed tariffs. Those notices ultimately precipitated Complainant's recent informal and formal complaints.

Undisputed Amount Owed to Duke Energy Ohio by Complainant

The entire current balance due (\$3,063.20 as of June 3rd) is undisputed. To the best of the Company's knowledge, Complainant's entire "complaint" focused on an unfounded belief that the Company had transferred an unpaid balance of \$791.26 from someone else's account (perhaps Complainant's ex-husband, but that was never fully explained) to Complainant's account. As noted in the Company's Answer and Motion to Dismiss, that claim simply is not true—Duke Energy Ohio has scoured Complainant's account history and available bills and cannot locate any reference or billed charge to support that claim. Duke Energy Ohio otherwise is not aware of any complaints by Complainant. In fact, when its customer service representative spoke with Complainant in an effort to secure her payment, Complainant never once disputed the amount owed or said that she **could** not pay; Complainant only said that she **would** not pay.

Payment Plans Available to Complainant

Complainant is not eligible for a payment plan with the Company because she defaulted on all prior payment plans. Most recently, Complainant had been set up on a 24-month payment plan starting in July 2013. Once Complainant failed to make the mandatory payment in March 2014, she was in default of that payment plan. Duke Energy Ohio is not willing to extend additional payment terms to Complainant given her account history.

Complainant's only payment options include the following:

1. Complainant could use a medical certificate provided she submits the proper documentation and enters into a payment plan which requires her to make the first payment within 30 days of the Company's receive of the medical certificate documentation. Complainant's use of a medical certificate would extend the disconnection date by 30 days if, as in this case, the Company has not disconnected her service. Ohio customers are allowed to use up to 3 medical certificates in a 12-month period. Complainant last used a medical certificate on May 8, 2013. However, her electric service was disconnected during June 2013 when Complainant failed to contact Duke Energy Ohio and establish a payment plan after the expiration of the 30-day period during which her scheduled disconnection for nonpayment was suspended. Even though she already was familiar with the process, Duke Energy Ohio recently explained this option to Complainant but, to date, Complainant has not exercised that option;
2. Complainant, like other residential customers in Ohio, has the choice of separation of service if the customer has a combination gas and electric account, which is true in this case. Therefore, Complainant could retain one service (gas or electric) by paying in full the defaulted portion of her account for the retained service and having the other service disconnected. For example, if Complainant wanted to keep the electric service and disconnect her gas service, Complainant would have to pay the defaulted electric portion of her account **before** Company would separate her gas service. In order to clarify further this option, Complainant must pay \$1,662.45 in full to keep the electric service only or pay \$1,263.93 in full to keep the gas service. Again, either payment must be paid in full before the Company will separate the gas and electric services. Thereafter, the

past due amount of the disconnected and separated service remains deferred until Complainant chooses to have that service reconnected. Duke Energy Ohio's credit department handles the separation of service. The Company recently explained this option to Complainant. In fact, on May 6, 2014, Complainant asked to use the separation of service, spoke with the Company's credit department, and then failed to take advantage of that option; and

3. Provided Complainant qualifies and submits the required paperwork to the appropriate agency, Complainant could enroll in a percentage of income payment plan (PIPP). Duke Energy Ohio does not control that process.

Duke Energy's Right to Disconnect Complainant's Services

The June 5th Entry interferes with the Company's filed tariffs and prevents the Company from properly enforcing its rights under Ohio law. As noted in that Entry, Ohio Adm.Code 4901-9-01(E) provides:

If a person filing a complaint against a public utility is facing termination of service by the public utility, the person may request, in writing, that the commission provide assistance to prevent the termination of service during the pendency of the complaint. The person must explain why he or she believes that service is about to be terminated and why the person believes that the service should not be terminated. A person making a request for assistance must agree to pay during the pendency of the complaint all amounts to the utility that are not in dispute. The commission, legal director, deputy legal director, or an attorney examiner will issue a ruling on the request.

Here, Complainant has never explained in writing why her service should not be terminated, nor has she agreed in writing to pay all amounts to Duke Energy Ohio that are not in dispute.

Instead of following the law, the Attorney Examiner flipped the law on its head: Duke Energy Ohio has been ordered not to disconnect Complainant's service "[u]ntil such time as the

Complainant's request regarding disconnection is ruled on."³ The inevitable result is clear: Complainant's unpaid account balance will continue to rise well above the existing balance of \$3,063.20; Duke Energy Ohio will have to keep providing gas and electric services to a nonpaying customer in violation of Ohio law and its tariffs filed of record with the Commission; and the Company's rate payers likely will foot the bill for Complainant's steadfast refusal to pay her bills or to comply with the law.

The pending ruling is neither fair nor consistent with either Ohio Adm.Code 4901-9-01(E) or the Company's tariffs. Accordingly, the Attorney Examiner should promptly reverse that ruling and allow the Company to disconnect Complainant's services for nonpayment of the undisputed amount due.

WHEREFORE, Respondent Duke Energy Ohio, Inc. respectfully requests that the Commission dismiss the Complaint of Marilyn J. Rhodes with prejudice; and grant the Company such other, further and different relief as the Commission deems just and proper.

Respectfully submitted,

/s/ Robert A. McMahon
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³ June 5th Entry, Finding (8)

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Attorneys for Respondent
Duke Energy Ohio, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served via regular US Mail, postage prepaid, this 16th day of June, 2014, upon the following:

Marilyn J. Rhodes
9846 Arvin Avenue
Cincinnati, OH 45236

/s/ Robert A. McMahon _____

6/10/2014
Re: 07500025 21
MARILYN J RHODES
9846 ARVIN
CINCINNATI, OH 45231

DATE BILL GENERATED	TOTAL MONTHLY BILL CHARGE	LATE FEE BILLED	PAYMENT PLAN	PAYMENT POSTING DATE	PAYMENTS RECEIVED	TOTAL ACCOUNT BALANCE DUE	BILL DUE
6/3/2014	\$ 136.82		NEW BILL PENDING 6/3/14, DISCONNECTION SUSPENDED PER FILING OF PUOCO FORMAL		\$ -	\$ 3,063.20	
5/2/2014	\$ 151.36	\$ 41.01	4/15/14 -- \$1,744.18 PAYMENT PLAN DEFAULT REMAINING BALANCE		\$ -	\$ 2,926.38	DUE 6/6/14
4/2/2014	\$ 232.81				\$ -	\$ 2,734.01	DUE 5/7/14
3/4/2014	\$ 276.61	\$ 5.70			\$ -	\$ 1,145.40	DUE 4/24/14
2/3/2014	\$ 266.17	\$ 5.70			\$ -	\$ 765.40	DUE 4/9/14
1/3/2014	\$ 243.52				\$ -	\$ 765.70	DUE 3/11/14
12/3/2013	\$ 216.27				\$ -	\$ 380.00	DUE 2/10/14
10/30/2013	\$ 147.33				\$ -	\$ 380.00	DUE 1/7/14
10/1/2013	\$ 222.03				\$ -	\$ 380.00	DUE 12/6/13
8/30/2013	\$ 306.66				\$ -	\$ 380.00	DUE 11/6/13
8/1/2013	\$ 323.73				\$ -	\$ 380.00	DUE 10/8/13
7/2/2013	\$ 159.30				\$ -	\$ 380.00	DUE 9/6/13
6/18/2013	\$ 78.05		7/1/13 -- \$2,994.48 BALANCE TRANSFERRED TO 24 MONTH PAYMENT PLAN, \$125 INSTALLMENT + BUDGET \$255		\$ -	\$ 380.00	DUE 8/8/13
6/17/2013	\$ 131.15	\$ 63.76	6/18/13 -- \$65.00 SECURITY DEPOSIT ADDED (DUE TO ELECTRIC DISCONNECT)	7/1/2013	\$ 700.00	\$ -	
5/2/2013	\$ 156.93		ELECTRIC DISCONNECTED FOR NON-PAYMENT 6/17/13	6/18/2013	\$ 800.00	\$ -	
4/3/2013	\$ 243.97	\$ 56.89			\$ -	\$ 4,250.55	DUE 6/7/13
3/4/2013	\$ 247.48		2/4/13 -- \$3,976.88 BALANCE TRANSFERRED TO 9 MONTH PAYMENT PLAN \$442 INSTALLMENT	4/3/2013	\$ 693.56	\$ 4,093.62	DUE 5/9/13
2/1/2013	\$ 251.56		2/4/13 -- WINTER RULE USED	2/4/2013	\$ 175.00	\$ 693.56	DUE 3/11/13
1/3/2013	\$ 261.83	\$ 17.63			\$ -	\$ 4,151.88	DUE 2/8/13
11/30/2012	\$ 226.03	\$ 10.74	1/17/13 -- \$2,735.09 ENDING BALANCE, PAYMENT PLAN DEFAULTED, BUDGET REMAINING CREDIT BALANCE, \$38.15		\$ -	\$ 1,175.48	DUE 1/7/13
10/30/2012	\$ 156.59	\$ 6.74		11/26/2012	\$ 1,189.00	\$ 904.74	DUE 12/5/12
10/1/2012	\$ 179.23		10/4/12 -- \$3,732.09 BALANCE TRANSFERRED TO 15 MONTH PAYMENT PLAN, \$249 INSTALLMENT + \$200 BUDGET		\$ -	\$ 449.00	DUE 11/6/12
8/30/2012	\$ 308.55	\$ 50.59			\$ -	\$ 3,732.09	DUE 10/8/12
8/1/2012	\$ 340.11	\$ 44.82	7/17/12 -- PAYMENT PLAN DEFAULTED \$2,079.47 ENDING BALANCE		\$ -	\$ 3,372.95	DUE 9/6/12
7/2/2012	\$ 231.49	\$ 12.21			\$ -	\$ 2,988.02	DUE 8/8/12
6/1/2012	\$ 137.79	\$ 6.06			\$ -	\$ 814.06	DUE 7/9/12
5/2/2012	\$ 129.69	\$ 6.06		5/17/2012	\$ 410.20	\$ 814.20	DUE 6/7/12
4/2/2012	\$ 151.26				\$ -	\$ 404.14	DUE 5/9/12
3/2/2012	\$ 214.65	\$ 6.14	3/21/12 -- \$2,571.47 BALANCE TRANSFERRED TO 21 MONTH PAYMENT PLAN		\$ -	\$ 3,255.33	DUE 4/9/12
2/2/2012	\$ 233.08	\$ 6.14	3/16/12 -- PAYMENT PLAN DEFAULTED \$2,559.19, BUDGET REMAINED AT \$281	2/17/2012	\$ 415.14	\$ 824.14	DUE 3/9/12
1/4/2012	\$ 278.60			1/6/2012	\$ 128.00	\$ 409.00	DUE 2/9/12
12/2/2011	\$ 173.37		12/23/11 -- \$3,060.19 BALANCE TRANSFERRED TO 24 MONTH PAYMENT PLAN, \$128 INSTALLMENT + \$288 BUDGET	12/29/2011	\$ 1,117.00	\$ 1,260.00	DUE 1/9/12
11/1/2011	\$ 155.77				\$ -	\$ 630.00	DUE 12/7/11
10/3/2011	\$ 166.46	\$ 44.79	10/27/11 -- \$3,031.05 BALANCE TRANSFERRED TO 9 MONTH PAYMENT PLAN, \$342 INSTALLMENT + \$288 BUDGET		\$ -	\$ 2,986.26	DUE 10/25/11
9/1/2011	\$ 274.16	\$ 41.67			\$ -	\$ 2,778.13	DUE 9/23/11
8/3/2011	\$ 316.41	\$ 37.00			\$ -	\$ 2,466.97	DUE 8/25/11

[illegible]

10/31/2008	\$	154.15	\$	3.95	10/22/08 \$889.30 BALANCE TRANSFERRED TO 6 MONTH PAYMENT PLAN	10/22/2008	\$	345.00	\$	263.15	DUE 11/24/08
9/30/2008	\$	209.07				9/11/2008	\$	200.00	\$	889.30	DUE 10/22/08
8/29/2008	\$	317.78	\$	10.05		8/1/2008	\$	300.00	\$	870.18	DUE 9/23/08
7/31/2008	\$	329.69	\$	8.16		7/7/2008	\$	200.00	\$	844.24	DUE 8/22/08
7/1/2008	\$	328.96	\$	7.60		6/16/2008	\$	130.00	\$	706.95	DUE 7/23/08
6/2/2008	\$	163.90	\$	5.59		5/28/2008	\$	200.00	\$	502.40	DUE 6/24/08
5/1/2008	\$	195.27	\$	7.96		5/5/2008	\$	325.00	\$	855.54	DUE 5/23/08
4/2/2008	\$	321.77	\$	9.76		2/19/2008	\$	355.89	\$	650.51	DUE 4/24/08
3/3/2008	\$	323.88	\$	4.86		1/4/2008	\$	251.00	\$	323.88	DUE 3/25/08
2/1/2008	\$	326.14	\$	4.89		2/27/2008	\$	331.03	\$		
1/3/2008	\$	349.54	\$	5.26		2/19/2008	\$	355.89	\$		
11/30/2007	\$	248.36	\$	3.73		1/4/2008	\$	251.00	\$		
10/30/2007	\$	192.11	\$	2.88		11/28/2007	\$	194.83	\$		
10/1/2007	\$	204.77	\$	3.07		10/31/2007	\$	208.00	\$		
8/30/2007	\$	339.86	\$	5.00		9/26/2007	\$	338.51	\$		
8/1/2007	\$	324.31	\$			9/5/2007	\$	340.00	\$		
7/2/2007	\$	294.00	\$	4.41		7/27/2007	\$	294.00	\$		
6/1/2007	\$	106.81	\$	1.60		6/21/2007	\$	108.41	\$		
5/2/2007	\$	146.48	\$			5/23/2007	\$	148.06	\$		
4/2/2007	\$	167.07	\$	2.51		5/2/2007	\$	168.00	\$		
3/2/2007	\$	282.95	\$	4.29		3/28/2007	\$	290.18	\$		
2/1/2007	\$	234.47	\$	3.52		3/1/2007	\$	235.00	\$		
1/3/2007	\$	240.95	\$			1/24/2007	\$	241.00	\$		
11/30/2006	\$	196.61	\$	2.95		12/28/2006	\$	199.56	\$		
10/30/2006	\$	129.23	\$	1.96		11/27/2006	\$	132.93	\$		
9/29/2006	\$	120.70	\$	1.74		10/25/2006	\$	116.29	\$		
8/30/2006	\$	227.42	\$	3.41		9/27/2006	\$	235.00	\$		
8/1/2006	\$	159.84	\$			8/23/2006	\$	159.72	\$		
6/30/2006	\$	82.14	\$	1.25		7/27/2006	\$	85.00	\$		
5/2/2006	\$	129.30	\$	1.49		5/24/2006	\$	130.00	\$		
4/3/2006	\$	195.87	\$	2.94		3/27/2006	\$	243.77	\$		
3/3/2006	\$	243.97	\$			2/24/2006	\$	218.00	\$		
2/6/2006	\$	146.88	\$			1/26/2006	\$	305.00	\$		
1/4/2006	\$	305.13	\$			1/5/2006	\$	205.00	\$		
12/1/2005	\$	201.65	\$	3.02		11/16/2005	\$	102.22	\$		
10/31/2005	\$	102.22	\$			10/26/2005	\$	101.41	\$		
9/3/2005	\$	99.91	\$	1.50		10/3/2005	\$	161.74	\$		
8/31/2005	\$	159.35	\$	2.39		8/24/2005	\$	207.14	\$		
8/2/2005	\$	206.04	\$			7/27/2005	\$	117.00	\$		
7/1/2005	\$	116.35	\$	1.75		6/27/2005	\$	85.02	\$		
6/2/2005	\$	86.19	\$			5/31/2005	\$	300.51	\$		
5/3/2005	\$	118.32	\$	4.44		4/25/2005	\$	200.00	\$		
4/4/2005	\$	178.54	\$	2.63					\$		
3/3/2005	\$	193.67	\$	2.91		2/23/2005	\$	275.50	\$		
2/2/2005	\$	217.79	\$			2/1/2005	\$	200.00	\$		
1/4/2005	\$	257.10	\$	3.81		1/3/2005	\$	160.00	\$		
12/1/2004	\$	154.48	\$	2.32		11/29/2004	\$	98.03	\$		
10/29/2004	\$	96.58	\$	1.45		10/27/2004	\$	98.77	\$		
9/30/2004	\$	97.31	\$	1.46					\$		

8/31/2004	\$	70.50			9/17/2004	\$	117.20
					8/27/2004	\$	80.00
7/1/2004	\$	81.69	\$	1.87	7/23/2004	\$	81.69
6/3/2004	\$	65.61			6/24/2004	\$	67.93
					5/27/2004	\$	202.00
5/3/2004	\$	101.30	\$	3.02	4/28/2004	\$	131.05
4/1/2004	\$	128.38	\$	3.41	3/26/2004	\$	121.02
3/3/2004	\$	202.91	\$	3.26			
2/3/2004	\$	287.39	\$	0.21	2/25/2004	\$	400.00
1/5/2004	\$	249.27	\$	1.87	1/22/2004	\$	200.00
					12/30/2003	\$	120.00
12/2/2003	\$	165.10	\$	2.89	11/29/2003	\$	250.00
10/30/2003	\$	83.26	\$	4.10	10/3/2003	\$	70.00
10/2/2003	\$	105.73	\$	2.81			
9/2/2003	\$	150.66	\$	2.24	8/26/2003	\$	108.00
					7/21/2003	\$	109.00
8/1/2003	\$	107.16					
7/2/2003	\$	109.38					
5/2/2003	\$	139.30					
					5/2/03 -- PAYMENT PLAN DEFAULTED, \$70 ENDING BALANCE		
4/2/2003	\$	168.74					
3/4/2003	\$	270.90	\$	4.06			
2/1/2003	\$210 security deposit added				2/11/03 -- \$210 BALANCE TRANSFERRED TO 3 MONTH PAYMENT PLAN \$70 installment SERVICE BEGAN 2/1/03		
					4/28/2003	\$	70.00
					4/24/2003	\$	172.00
					3/31/2003	\$	70.00
					3/27/2003	\$	270.00
					2/17/2003	\$	70.00

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 14-0834-GA-CSS

Summary: Reply Respondent's Supplemental Pleading Regarding Complainant's Account History and Payment Plan Options. electronically filed by Mr. Robert A. McMahon on behalf of Duke Energy Ohio, Inc.