

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

JASON E. BROWN,)	
)	
Complainant,)	
)	
v.)	Case No. 15-447-WW-CSS
)	
AQUA OHIO, INC.,)	
)	
Respondent.)	
)	

ANSWER

In accordance with Ohio Adm. Code 4901-9-01(D), the Respondent, Aqua Ohio, Inc. (Aqua or the Company), for its answer to the complaint of Jason E. Brown, states:

FIRST DEFENSE

1. Aqua admits that Mr. Brown is a customer receiving waterworks service under an account ending 5200 at 632 Brookfield Ave, Masury, Ohio 44438 (the Premises).
2. Aqua admits that in April 2013, in response to a service call from Mr. Brown regarding leaking water meters, it sent a field technician to the Premises, who replaced two meters.
3. Aqua is without sufficient knowledge or information to admit or deny that the field technician “admitted the meters were faulty.”
4. Aqua avers that in August 2013 it received a subrogation claim from Mr. Brown’s insurer for the amount of \$2,397.68 for a coverage claim paid out to Mr. Brown for damage to his property. Aqua avers that it investigated the subrogation claim, denied the claim in October 2013, and considered the matter closed at that time.

5. Aqua avers that after the denial of the subrogation claim, it has no record of any further contact from Mr. Brown or his insurer regarding this issue, until Mr. Brown contacted Aqua on January 9, 2015.

6. Aqua is without sufficient knowledge or information to admit or deny the remaining allegations in the complaint, and generally denies any allegations not specifically admitted or denied in this Answer in accordance with Ohio Adm. Code 4901-9-01(D).

AFFIRMATIVE DEFENSES

SECOND DEFENSE

7. The complaint does not comply with the Commission's rules requiring "a statement which clearly explains the facts." Ohio Adm. Code 4901-9-01(B). The allegations are not in numbered-paragraph, but narrative, form; many of the allegations and statements in the complaint are compound; and many of the allegations omit numerous details necessary to answer them. The Company, has attempted, to the best of its ability, to answer the allegations, but reserves the right to amend its answer in the event it has incorrectly understood the allegations.

THIRD DEFENSE

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

FOURTH DEFENSE

9. The complaint does not set forth a claim for which relief may be granted.

FIFTH DEFENSE

10. The complaint is barred by laches, waiver, and estoppel.

SIXTH DEFENSE

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

SEVENTH DEFENSE

12. Aqua reserves the right to raise other defenses as warranted by discovery in this matter.

WHEREFORE, Aqua respectfully requests an Order dismissing the complaint and granting it all other necessary and proper relief.

Dated: March 27, 2015

Respectfully submitted,

/s/ Andrew J. Campbell

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(All counsel are willing to accept service by email)

ATTORNEYS FOR AQUA OHIO, INC.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served by mail to the following person this 27th day of March, 2015:

Jason E. Brown
632 Brookfield Ave. (shop)
Masury, Ohio 44438

/s/ Rebekah J. Glover
One of the Attorneys for Aqua Ohio, Inc.

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Case No(s). 15-0447-WW-CSS

Summary: Answer electronically filed by Ms. Rebekah J. Glover on behalf of Aqua Ohio, Inc.