

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

MICHELLE PLAYER,)	
)	
Complainant,)	
)	
v.)	Case No. 16-587-GA-CSS
)	
THE EAST OHIO GAS COMPANY D/B/A)	
DOMINION EAST OHIO,)	
)	
Respondent.)	

ANSWER

In accordance with Ohio Adm. Code 4901-9-01(D), the Respondent, The East Ohio Gas Company (DEO or the Company), for its answer to the complaint of Michelle Player, states:

FIRST DEFENSE

1. DEO admits that Ms. Player is currently a residential customer receiving natural gas service at 12919 ShadyWay Road, Garfield Heights, Ohio 44125, for account ending 6519. DEO avers that Ms. Player began receiving service November 1, 2012.
2. DEO avers that Ms. Player previously received natural gas service at 2805 E. 125th Street, Unit U, Cleveland, Ohio 44120, for account ending 8556, from January 7, 2000, to February 7, 2003.
3. DEO denies that it “misread about three-thousand dollars of charges” during “the final meter read” at the 125th Street address.
4. DEO denies providing Ms. Player incorrect information between January and September 2015 regarding either the minimum payments required to reenroll in the Percentage of Income Payment Program (PIPP Plus) or the amounts needed to bring her account current.

5. DEO avers that two payments posted to Ms. Player's account in September 2014: \$104.00 on September 3, and \$100.00 on September 26, both of which appear on Ms. Player's bill dated October 1, 2014.

6. DEO avers that Ms. Player's bill dated October 30, 2014, stated that Ms. Player was required to pay \$283.00 of current and past due charges by November 17, 2014, to remain eligible for PIPP Plus.

7. DEO avers that the bill dated October 30, 2014, was Ms. Player's anniversary month bill, after which she had one billing cycle to pay any missed PIPP Plus payments in order to remain eligible for the program.

8. DEO avers that no payment was received on Ms. Player's account in November 2014.

9. DEO avers that Ms. Player's bill dated December 2, 2014, stated that \$344.00 of current and past due charges were due December 18, payment of which was necessary to remain in the PIPP Plus program.

10. DEO avers that a \$103.00 payment posted to Ms. Player's account on December 3, 2014. DEO avers that this was insufficient to maintain Ms. Player's status in PIPP Plus.

11. DEO avers that Ms. Player's bill dated January 2, 2015, reflected a total account balance of \$2,857.90, with current charges of \$152.53.

12. DEO avers that a \$175.00 payment posted to Ms. Player's account on February 3, 2015, utilizing the Winter Reconnect Order (WRO) and reenrolling the account in PIPP Plus.

13. DEO denies that Ms. Player was "billed two Dominion Gas bills" on February 2, 2015.

14. DEO avers that Ms. Player's bill dated February 4, 2015, stated that to remain in the PIPP program Ms. Player was required to pay a PIPP Plus default amount of \$218.53, plus the current PIPP Plus payment of \$61.00, by February 20, 2015.

15. DEO avers that a letter dated February 4, 2015 advised Ms. Player of her reenrollment in PIPP Plus.

16. DEO avers that no further payments were received on Ms. Player's account in February 2015.

17. DEO avers that Ms. Player's bill dated March 4, 2015, stated that she had been removed from PIPP Plus for failure to pay the default amount.

18. DEO avers that on March 20, 2015, a payment of \$279.00 posted to Ms. Player's account, which was insufficient to reenroll in PIPP Plus.

19. DEO avers that on April 23, 2015, a \$177.45 payment posted to Ms. Player's account, which was the minimum payment required to reenroll in PIPP Plus.

20. DEO avers that a letter dated April 24, 2015, advised Ms. Player of her reenrollment in PIPP Plus.

21. DEO avers that Ms. Player's bill dated May 4, 2015, stated that she had been reenrolled in PIPP Plus and that \$211.18 in current and past due charges were due May 21.

22. DEO avers that no payment was received on Ms. Player's account in May 2015.

23. DEO avers that Ms. Player's bill dated June 3, 2015, stated that \$272.18 in current and past due charges were due June 22.

24. DEO avers that no payment was received on Ms. Player's account in June 2015.

25. DEO avers that Ms. Player's bill dated July 1, 2015, stated that \$333.18 in current and past due charges were due July 20.

26. DEO avers that a \$122.00 payment posted to Ms. Player's account on July 6, 2015.

27. DEO avers that no payments were received on Ms. Player's account in August or September 2015.

28. DEO avers that after providing a shut-off notice on Ms. Player's July and August bills and a 10-day notice phone call, it disconnected service to Ms. Player's premises on September 23, 2015, for non-payment.

29. DEO avers that on October 1, 2015, two payments totaling \$272.18 were reported on Ms. Player's account, which was the minimum amount due to restore service. DEO further avers that service was restored that same day.

30. DEO avers that Ms. Player's bill dated October 2, 2015, stated that \$156.52 of current and past due charges were due October 21. DEO avers that this was Ms. Player's anniversary month bill, after which she had one billing cycle to pay any missed PIPP Plus payments in order to remain eligible for the program.

31. DEO avers that no further payments were received on Ms. Player's account in October 2015.

32. DEO avers that Ms. Player's bill dated October 29, 2015, stated that \$217.52 of current and past due charges were due November 16.

33. DEO avers that no payment was received on Ms. Player's account in November 2015.

34. DEO avers that due to Ms. Player's failure to pay her missed PIPP Plus payments needed to remain eligible for the program, her account was removed from PIPP Plus.

35. DEO avers that Ms. Player's bill dated December 2, 2015, stated that a total account balance of \$1,784.91, including \$61.71 of current charges, was due December 21.

36. DEO avers that no payment was received on Ms. Player's account in December 2015.

37. DEO avers that Ms. Player's bill dated January 5, 2016, stated that a total account balance of \$1,893.39, including current charges of \$108.48, was due January 22.

38. DEO avers that a payment of \$61.71 posted to Ms. Player's account on January 11, 2016.

39. DEO avers that Ms. Player's bill dated February 5, 2016, stated a total account balance of \$1,937.51, including current charges of \$105.83. DEO avers that Ms. Player's account was auto-enrolled on the One-Ninth payment plan, with a plan installment of \$266.52 due February 24.

40. DEO avers that a payment of \$291.48 posted to Ms. Player's account on February 19, 2016, which was the minimum amount required to reenroll in PIPP Plus.

41. DEO avers that Ms. Player's bill dated March 3, 2016, stated that \$163.83 of current and past due charges were due March 21.

42. DEO avers that a \$355.00 HEAP direct credit posted to Ms. Player's account on February 24, 2016.

43. DEO avers that as of the date of this Answer, no additional payment has been received toward the past due PIPP Plus charges on Ms. Player's account since February 19, 2016.

44. DEO avers that from November 2012 to the present Ms. Player has repeatedly failed to make payments when due or in the proper amount.

45. DEO denies that it engaged in any wrongdoing or acted with ill will with respect to Ms. Player or that she is entitled to any compensation from the Company.

46. DEO 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). DEO neither attests nor concedes to the authenticity of any document attached to the Complaint.

AFFIRMATIVE DEFENSES

SECOND DEFENSE

47. 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

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

FOURTH DEFENSE

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

FIFTH DEFENSE

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

SIXTH DEFENSE

51. DEO 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 Ms. Player's claims.

SEVENTH DEFENSE

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

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

Dated: April 8, 2016

Respectfully submitted,

/s/ Andrew J. Campbell

Mark A. Whitt (0067996)

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

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served by mail to the following persons this 8th day of April, 2016:

Michelle Player
12919 ShadyWay Road
Garfield Heights, Ohio 44125

/s/ Rebekah J. Glover
One of the Attorneys for The East Ohio Gas
Company d/b/a Dominion East Ohio

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Case No(s). 16-0587-GA-CSS

Summary: Answer electronically filed by Ms. Rebekah J. Glover on behalf of The East Ohio Gas Company d/b/a Dominion East Ohio