

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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Donald Anderson,	:	
	:	
Complainant,	:	
	:	
vs.	:	Case No. 16-256-EL-CSS
	:	
Duke Energy Ohio, Inc.,	:	
	:	
Respondent.	:	

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PROCEEDINGS

before Mr. James Lynn, Attorney Examiner, at the  
Public Utilities Commission of Ohio, 180 East Broad  
Street, Room 11-D, Columbus, Ohio, called at 9:53  
a.m. on Friday, October 20, 2017.

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1 APPEARANCES:

2 Dr. Donald Anderson

3 On his own behalf.

4 Eberly McMahon Copetas LLC  
5 By Mr. Robert A. McMahon  
6 2321 Kemper Lane, Suite 100  
7 Cincinnati, Ohio 45206

8 On behalf of the Respondent.

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1 Friday Morning Session,  
2 October 20, 2017.

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4 EXAMINER LYNN: Let's go on the record at  
5 this time.

6 The Public Utilities Commission of Ohio  
7 has assigned for hearing at this time and place Case  
8 No. 16-256-EL-CSS, Donald Anderson versus Duke Energy  
9 Ohio. I am Jim Lynn, the Attorney Examiner assigned  
10 to hear this case, and at this time we'll have the  
11 appearances of the parties. We'll begin with Donald  
12 Anderson.

13 Mr. Anderson, if you would indicate your  
14 name and address, please.

15 DR. ANDERSON: I'm Donald Anderson. My  
16 address is 8700 East Kemper, Cincinnati, Ohio.

17 EXAMINER LYNN: Thank you. And for Duke?

18 MR. McMAHON: Good morning, your Honor.  
19 Robert McMahon on behalf of the Duke Energy Ohio,  
20 Inc., and with me is Melissa Coffman, the company's  
21 representative for today's hearing.

22 EXAMINER LYNN: Okay. Mr. Anderson, if  
23 you would like to come up to the witness stand and we  
24 will swear you in and we'll get underway.

25 (Witness sworn.)

1 EXAMINER LYNN: Okay. Mr. Anderson,  
2 please go ahead.

3 DR. ANDERSON: Okay. The Duke Energy has  
4 failed to supply the discovery material that you had  
5 ordered them to. They have supplied part of the old  
6 records but none of the recalculated records and not  
7 even all of the old records. They failed to show any  
8 of the calculations that they did for the  
9 calculations which probably would have appeared on  
10 the new records, and so I'm moving that default  
11 judgment be entered against them.

12 EXAMINER LYNN: Okay. Mr. McMahon.

13 MR. McMAHON: Thank you, your Honor. I  
14 guess I would start off and say Mr. Anderson's  
15 allegations are the first I'm hearing of this issue.  
16 We did, in fact -- quite frankly they're false. We  
17 received the Court's order in connection with what  
18 was treated as a motion to compel back in the spring.  
19 By correspondence dated March 10, which was delivered  
20 to Mr. Anderson on March 11, Duke Energy produced  
21 amended responses to the interrogatories and document  
22 requests as ordered by the Commission.

23 We also produced copies of all documents  
24 and information that the Commission ordered Duke to  
25 produce including monthly bills for the period

February 1, 2013, through February 1, 2016, for the properties located at 6259 Corbly, 1889 Ashbrook, 7111 Clovernoll, 85 Redbud, 8600 East Kemper, and 2474 Sir Douglas. We also produced relevant communications regarding Dr. Anderson's accounts during the relevant time period of February 1, 2013, through February 1, 2016, and a spreadsheet identifying the company's employees who took action on his accounts or visited the property at 85 Redbud during that same time period.

In addition, we produced a copy of my letter to the Commission regarding Duke Energy's compliance with the entry dated March 3, 2017, as you ordered us to do. Again, that was delivered to Mr. Anderson on March 11. I have heard nothing since. It is now October 20, the date of hearing. Mr. Anderson has never contacted me, has never contacted the Commission to my knowledge and complained about Duke Energy's production. He did not file a motion to compel at all.

And I would note that when this hearing was originally scheduled back in the spring, Mr. Anderson submitted a request to continue and was dated March 21 and this is filed in the record in the docket and in that letter he acknowledges in writing,

1 among other things, that he had been out of town  
2 until yesterday which would have been March 20. "on  
3 arrival I received your reply to my discovery  
4 requests." And this is a letter directed to you,  
5 Mr. Lynn. "I also received at that time some  
6 discovery information from Duke Energy. I received  
7 additional information from Duke today." And he just  
8 asked for time to review that. He didn't ask for a  
9 continuance until -- we've heard nothing until today.

10 And just for the record, moving for  
11 default judgment is not a proper course of action or  
12 procedural remedy in connection with an alleged  
13 discovery dispute, especially when the Complainant  
14 failed to move to compel which would have been denied  
15 in any event. Thank you.

16 EXAMINER LYNN: Thank you. Mr. Anderson,  
17 we'll proceed with the information that was sent to  
18 you.

19 DR. ANDERSON: The information that was  
20 sent to me was incomplete. Did he send you a copy?

21 EXAMINER LYNN: Any matter of discovery  
22 is a matter of documents traded between the parties.  
23 What we'll do is this, we will proceed with the  
24 information that you have, look over the entire, you  
25 know, record of the -- of when the proceeding is

1 completed and, you know, reviewing the exhibits,  
2 testimony, and that kind of thing.

3 - - -

4 DONALD ANDERSON

5 being first duly sworn, as prescribed by law, was  
6 examined and testified as follows:

7 DIRECT EXAMINATION

8 THE WITNESS: Well, the information is  
9 incomplete.

10 EXAMINER LYNN: Okay.

11 THE WITNESS: Basically it starts from  
12 the beginning; and Corbly the information they gave  
13 me was only for the gas records and did not go  
14 through 2016 nor did it show any of the corrected  
15 records. The amount they corrected was about -- was  
16 approximately roughly \$1,000, and I don't have the  
17 figure in front of me at the present time.

18 But this is Corbly's -- this is what they  
19 gave me and there is no electrical records at all for  
20 Corbly and Corbly is the critical starting one that  
21 caused the whole problem. And there's no -- there's  
22 no electrical portion on this at all and without the  
23 information we have there's no way to make a  
24 reasonable decision.

25 EXAMINER LYNN: Just a minute, please.



1 Hold on. Okay. First, you are starting out with  
2 Corbly. Is that something that -- are you indicating  
3 that the calculation was inaccurate for Corbly or the  
4 bill is accurate?

5 THE WITNESS: Yeah. Originally the  
6 bill -- they did an estimate and apparently Duke --  
7 my -- it appears to me what Duke does when they can't  
8 contact somebody is they put a large fee on there  
9 that does not represent an estimate. In fact, the  
10 rebate they gave us was over \$1,000 and -- and, as  
11 such, you know, represents 20 to 30 months of our  
12 normal use on that property.

13 EXAMINER LYNN: Mr. Anderson, before you  
14 go further will you be introducing this as an exhibit  
15 then?

16 THE WITNESS: Yes, this is -- this is --

17 EXAMINER LYNN: Okay.

18 THE WITNESS: -- an exhibit because we  
19 don't have complete information without this. We are  
20 unable to proceed ahead with -- with a reasonable  
21 defense.

22 EXAMINER LYNN: Okay. I just wanted to  
23 make sure then is this something that, you know, we  
24 need to show Duke a copy of this?

25 THE WITNESS: Duke has a copy of it.

1 They provided this. They can take a look at this if  
2 they would like but there is no electrical charges on  
3 here at all, and it does not go through -- it does  
4 not have any corrected statements for the -- you  
5 know, it would have to be corrected if they gave us  
6 the information through 2015.

7 EXAMINER LYNN: Back up a minute.

8 THE WITNESS: '16.

9 EXAMINER LYNN: For Corbly are you  
10 disputing -- is that -- I know the Duke billing can  
11 be both for electric and gas.

12 THE WITNESS: Yes.

13 EXAMINER LYNN: The amount that you are  
14 disputing for Corbly, is that electric? Is it gas?  
15 Is it both?

16 THE WITNESS: I don't know. It's the  
17 total bill and the original bills had both gas and  
18 electric on them and those have no electric at all on  
19 them.

20 EXAMINER LYNN: Okay.

21 MR. McMAHON: Your Honor, if I may, I  
22 object. This isn't even testimony. He's -- if he is  
23 going to testify and get into the substantive  
24 elements of his claim, that is one thing, but he's  
25 essentially arguing a motion to compel during the

1 course of an evidentiary hearing. He did not file a  
 2 motion to compel. And if and when these are  
 3 introduced into the record, your Honor will see that  
 4 these are all about an electric meter. They say --  
 5 on its face the electric meter is identified by the  
 6 number and Corbly -- according to our records Corbly  
 7 the gas has been off since April of '14 and the  
 8 electric has been off since December of '12 so not --  
 9 no, not off since '12. There's the charges reflected  
 10 here for the electric meter for estimated usage  
 11 because there was no access. So this complaint is  
 12 about Redbud and Kemper Lane. It's actually about  
 13 8700 --

14 THE WITNESS: This complaint is about  
 15 Corbly.

16 MR. McMAHON: The complaint filed in the  
 17 docket, which has never been amended, states that the  
 18 service account in dispute is 8700 East Kemper, and  
 19 then in the body of the complaint there's a reference  
 20 to 85 Redbud about what he believes to be old  
 21 disputed charges that may have originated at Redbud.  
 22 The Corbly address is never identified in the  
 23 complaint. There are no allegations in the  
 24 complaint. As your Honor knows, the Complainant's  
 25 complaint dictates the parameters of the hearing

1 before the Commission. And Mr. Anderson has put  
2 before the Commission a complaint about East Kemper  
3 Road and 85 Redbud.

4 For purposes of discovery, your Honor  
5 ordered the production of information about other  
6 addresses that Mr. Anderson owes -- owns, I'm sorry,  
7 and we produced all those records. We can only  
8 produce what we have during the relevant time period.

9 EXAMINER LYNN: Let Mr. Anderson proceed.  
10 He does not have counsel, and I know that when I  
11 granted his motion to compel, there was reference in  
12 the entry about numerous addresses that Mr. Anderson  
13 was referring to. So I understand your point but  
14 given that he is not represented by counsel and there  
15 were references to more than one address; maybe they  
16 weren't all named. We will let him continue with  
17 this, and we'll examine everything when the hearing  
18 is over. Let the Commissioners take a look at the  
19 matter.

20 MR. McMAHON: Thank you, your Honor.  
21 Just to clarify, just to remind us for purposes of  
22 today's record, your Honor, in paragraph 13 of that  
23 order on the motion to compel is granted for the  
24 period from February 1, 2013, to February 1, 2016,  
25 and that is exactly what Duke Energy produced.

1 EXAMINER LYNN: Okay. We'll take that  
2 into account.

3 MR. McMAHON: Thank you.

4 EXAMINER LYNN: Sure.

5 THE WITNESS: That is not true. And on  
6 this record -- in the Corbly property they have not  
7 shown any of the corrections that they've done.

8 EXAMINER LYNN: When you say --

9 THE WITNESS: They were -- correcting it  
10 was electric and not gas that they have on this one  
11 here.

12 EXAMINER LYNN: Okay. So that's --  
13 you're agreeing that that is --

14 THE WITNESS: It was not my contention  
15 originally, which I was in error when I looked at it,  
16 was that it was -- that one of the -- that one of  
17 them was missing, and I was in error in saying it was  
18 the electric was missing. The gas is missing on that  
19 one.

20 EXAMINER LYNN: Okay. So let's back up.  
21 Basically then what you're saying is what you have  
22 there and we'll -- and that entire stack of papers,  
23 is that for Corbly, Mr. Anderson?

24 THE WITNESS: This particular one is all  
25 for Corbly.

1 EXAMINER LYNN: Corbly, okay. And so  
2 then you're saying that from your perspective the  
3 amount indicated on the bill, and this is for  
4 electric --

5 THE WITNESS: Yes.

6 EXAMINER LYNN: Electric only is  
7 inaccurate, and gas really isn't an issue?

8 THE WITNESS: Gas, they've done both on  
9 them. Originally when I filed the original  
10 complaint -- I need to respond to what he said  
11 originally.

12 EXAMINER LYNN: Sure.

13 THE WITNESS: And then we'll get back to  
14 this. Originally when the complaint was filed, I  
15 didn't understand where it was coming from. And I  
16 didn't understand until we had the -- what do you  
17 call it, the first hearing?

18 EXAMINER LYNN: Oh, you mean the  
19 settlement conference.

20 THE WITNESS: The settlement conference  
21 is what it was. At that point in time it became -- I  
22 understood that it all bounced back from Corbly.  
23 Corbly was where the problem first started and then  
24 they started bouncing it to other properties and  
25 all -- over a period of time originally Corbly they

1 added on this crazy business, this crazy charge,  
2 which represents at least 20 to 30 months of charges  
3 because our basic charge was \$8.

4 EXAMINER LYNN: So what you're saying is  
5 that --

6 THE WITNESS: I guess it would be more  
7 than that. If you put the gas in, it would be about  
8 20 to 30 months of charges they added on which is not  
9 an estimate.

10 EXAMINER LYNN: Okay. So let me make  
11 sure we are getting this all straight for the record  
12 then. What your -- your position is that in this --  
13 in these numerous billing issues which you referred  
14 to in the filings in the case that from your  
15 perspective all these billing issues began with  
16 Corbly --

17 THE WITNESS: Yes.

18 EXAMINER LYNN: -- and --

19 THE WITNESS: That is where they started.

20 EXAMINER LYNN: -- inaccurate billing  
21 there and are you saying also that --

22 THE WITNESS: I don't think it was an  
23 inaccurate billing. I think it's fraudulent.

24 EXAMINER LYNN: Okay. Well --

25 THE WITNESS: An estimate should be based

1 on previous use by the individual on that particular  
2 piece of property adjusted for weather conditions.

3 EXAMINER LYNN: So --

4 THE WITNESS: And we had a long period of  
5 time. You know, we've had this for years before  
6 that, and they knew what our utilization was.

7 EXAMINER LYNN: Okay. You're --

8 THE WITNESS: They threw out a charge, a  
9 large charge, onto that property.

10 EXAMINER LYNN: So, Mr. Anderson, you are  
11 saying for Corbly --

12 THE WITNESS: For Corbly the electric  
13 portion of it was \$800 that they threw on.

14 EXAMINER LYNN: When you -- okay. I had  
15 a few questions in mind. So you're saying for Corbly  
16 then you believe that the amount of the bill or that  
17 you're saying the estimate was --

18 THE WITNESS: It was not an estimate. It  
19 was a fraudulent number that they put on probably to  
20 try to get people's attention.

21 EXAMINER LYNN: Okay. So --

22 MR. McMAHON: Objection. Calls for  
23 speculation.

24 EXAMINER LYNN: Well --

25 THE WITNESS: Yes, it is speculation.



1 MR. McMAHON: Thank you.

2 EXAMINER LYNN: Well, we'll take note of  
3 that.

4 THE WITNESS: And it's said to be  
5 speculation.

6 EXAMINER LYNN: So you're saying -- just  
7 a minute.

8 THE WITNESS: Mr. Lynn can set that aside  
9 because he's an attorney.

10 EXAMINER LYNN: So you're indicating this  
11 \$800 that appears on the Corbly bill you feel was --  
12 there's no basis for it is what you're saying.

13 THE WITNESS: Yes. It was -- there was  
14 no basis for it because it's not based -- it's not an  
15 estimate because an estimate is supposed to be based  
16 on previous utilization at the house by that person,  
17 and the estimates in this one, the electric portion  
18 of it here was -- we were using probably 8, 9 dollars  
19 a month.

20 EXAMINER LYNN: Mr. Anderson, what --  
21 what month does that \$800 first appear on? Again,  
22 this will help --

23 THE WITNESS: I don't think it  
24 completely -- I'm using their records here, what they  
25 have here, because this is incomplete because there

1 is no gas on it.

2 EXAMINER LYNN: Okay. Off the record  
3 just a minute.

4 (Discussion off the record.)

5 EXAMINER LYNN: Back on the record.  
6 Thank you.

7 THE WITNESS: They say July -- well, we  
8 have no idea whatsoever because on this particular --  
9 on the records they are giving me here -- well, let's  
10 go back. They are incomplete because all of a sudden  
11 it says it's a reminder notice, and all of a sudden  
12 they have -- well, they've changed in here. I'm  
13 mistaken on this particular one. It was gas, and I'm  
14 looking at Redbud right now, so I've got to pull out  
15 the other one.

16 EXAMINER LYNN: All right. So your  
17 comments up until now --

18 THE WITNESS: They're the same.

19 EXAMINER LYNN: Well, but let's get  
20 straight for the record what property you're  
21 referring to. So that initial bundle of bills that  
22 you held up was actually for -- not for Corbly, I  
23 guess.

24 THE WITNESS: Yes.

25 EXAMINER LYNN: Okay.

1 THE WITNESS: Well, the first records  
2 they show -- and this is gas only. Like I said, I am  
3 correcting back to what I originally said. They've  
4 only given me gas for Corbly. They have not given me  
5 the electric for Corbly.

6 EXAMINER LYNN: And you're indicating --

7 THE WITNESS: You have the same one, but  
8 I'll give it to you to look at.

9 EXAMINER LYNN: Mr. Anderson, are you  
10 saying then that for Corbly you received both  
11 electric and gas service at that address?

12 THE WITNESS: Yes.

13 EXAMINER LYNN: I see. And so you're  
14 indicating that the information that Duke provided to  
15 you, and this apparently is billing for gas, you're  
16 saying that the amount -- the dollar amount is  
17 incorrect, and am I right that you're saying also  
18 that there's this \$800 that appears on one of the  
19 bills that you have -- you feel there was no basis  
20 for that.

21 THE WITNESS: Yes.

22 EXAMINER LYNN: Okay. All right.

23 THE WITNESS: When I get it back, I'll  
24 tell you what the figure was.

25 EXAMINER LYNN: Fine.

1           Mr. McMahon, I just wanted to make sure  
2           you had a chance to see that and is that something  
3           you already happen to have in your possession today?

4           MR. McMAHON: I didn't bring all of these  
5           with me today but these are things that we produced  
6           to Mr. Anderson.

7           EXAMINER LYNN: Okay.

8           MR. McMAHON: And if I may, Mr. Anderson  
9           appears to be complaining about the company's failure  
10          to produce records regarding the electric account at  
11          6259 Corbly going back to prior periods and what our  
12          record -- the company's records reflect the electric  
13          was disconnected in December of 2012. Your Honor  
14          ordered the relevant time period for production of  
15          documents was February 1, '13, through February 1,  
16          '16, which is what we produced.

17          EXAMINER LYNN: All right.

18          MR. McMAHON: So we did not go back and  
19          produce the extended lifetime of Mr. Anderson's  
20          history on various accounts. We complied with your  
21          Honor's order.

22          EXAMINER LYNN: Well, as I said, we'll  
23          take into account the information you have with you,  
24          Mr. Anderson. And, you know, you are indicating then  
25          that you believe this is -- this is a -- if you want

1 to start with that exhibit, we can call that Anderson  
2 Exhibit 1.

3 THE WITNESS: Yes.

4 EXAMINER LYNN: And you're saying that  
5 that exhibit which apparently is -- is for gas only  
6 you feel the amount of the billing is inaccurate and  
7 that there is -- what's the amount that you were  
8 disputing in particular? You said it was maybe 800?  
9 It was maybe some other amount?

10 THE WITNESS: Well, let's see when they  
11 are carrying it all from the beginning and it keeps  
12 building from 870 -- \$860.42 originally here.

13 EXAMINER LYNN: And what date -- what's  
14 the date of that bill?

15 THE WITNESS: That was February 14, 2013.

16 EXAMINER LYNN: I see. Okay. So that  
17 was -- okay. So that was on there.

18 THE WITNESS: And then they build it up  
19 to \$1,722.

20 EXAMINER LYNN: Okay.

21 THE WITNESS: It says disconnect notice,  
22 but they never disconnected it after -- they kept  
23 on -- on this record here, so I don't have -- I have  
24 only these records.

25 EXAMINER LYNN: Right. I understand.

1 THE WITNESS: It kept saying disconnect  
2 every month apparently, but they failed to disconnect  
3 it.

4 EXAMINER LYNN: Okay.

5 THE WITNESS: And the only thing that was  
6 running during that period of time was a pilot light.  
7 So it's really spurious all over the place.

8 EXAMINER LYNN: So your claim is that  
9 property was vacant at the time?

10 THE WITNESS: Yeah.

11 EXAMINER LYNN: Just for -- again for --

12 THE WITNESS: It was vacant for the total  
13 period of time.

14 EXAMINER LYNN: And just for the record,  
15 what kind of a property is it? Commercial?  
16 Residential?

17 THE WITNESS: Residential.

18 EXAMINER LYNN: It's an apartment?

19 THE WITNESS: It's a home.

20 EXAMINER LYNN: Okay.

21 THE WITNESS: It's a family home, single  
22 family home.

23 EXAMINER LYNN: That will help on the  
24 record. All right. So that would be -- we'll call  
25 that Anderson Exhibit 1. That's, you know, the

1 bundle of documents you received in discovery.

2 THE WITNESS: There are two numbers  
3 written on the front of there in my handwriting that  
4 I copied yesterday from -- from my iPhone that I had  
5 taken pictures of the meters, and the gas reading  
6 doesn't even jive with their numbers at all.

7 EXAMINER LYNN: All right. Thank you.  
8 Okay.

9 THE WITNESS: So I don't know what their  
10 numbers are at all.

11 EXAMINER LYNN: At any rate your claim is  
12 the whole issue of the billing started with Corbly,  
13 okay? Now, was there -- what other thing would you  
14 like to mention? Anything? You know, what other  
15 properties or?

16 THE WITNESS: Well, it was bounced  
17 from -- the charges were bounced from that property  
18 apparently, and I wasn't -- I didn't understand this  
19 until the -- the hearing that we had prior to this.

20 EXAMINER LYNN: So the charges were  
21 bounced from Corbly to --

22 THE WITNESS: To a number of different  
23 properties.

24 EXAMINER LYNN: A number of other  
25 properties, okay.

1 THE WITNESS: Of which the discovery --  
2 the ones we asked for discovery on and then it  
3 came -- it eventually came to Kemper.

4 EXAMINER LYNN: I see.

5 THE WITNESS: And Sir Douglas.

6 EXAMINER LYNN: So you're indicating that  
7 what began with Corbly over time it filtered down to  
8 two properties, Kemper and Sir Douglas.

9 THE WITNESS: Yes.

10 EXAMINER LYNN: And were the charges --  
11 what went on at the Kemper bill and what went on the  
12 Sir Douglas was electric or gas?

13 THE WITNESS: I believe that's what they  
14 did. The problem is all the individual properties  
15 are separate trusts. They are not even the same  
16 entities. So the figures shouldn't have been  
17 bouncing from one to the other.

18 EXAMINER LYNN: Well, okay. Now, you  
19 mentioned the trusts, and I know that was, you know,  
20 stated in your complaint. Are you saying that a  
21 trust -- a different trust apparently is involved  
22 with these other properties?

23 THE WITNESS: Each of the properties has  
24 its own trust.

25 EXAMINER LYNN: Okay. And let's clarify



1 for the record what those properties are. I'm going  
 2 to show you something that is contained in an exhibit  
 3 that Duke will be introducing later. MC-1 is part of  
 4 Ms. Coffman's testimony. I wanted you to take a look  
 5 at this list. Read down the list and see if these  
 6 are all properties that you are referring to that  
 7 have their own trust. That's MC-1. That's part of  
 8 the exhibit that Duke, I'm sure, will be introducing  
 9 later. I wanted to know of that entire list, some of  
 10 them are open accounts, some are not, do each of  
 11 those properties have their own trust?

12 THE WITNESS: All of them have trusts  
 13 except for Sir Douglas.

14 EXAMINER LYNN: Okay.

15 THE WITNESS: And Sir Douglas -- my wife  
 16 does not live with me, and Sir Douglas is the home  
 17 that she lives in.

18 EXAMINER LYNN: Okay. So this is Exhibit  
 19 MC-1 and there is a list of -- let's see, there's 12  
 20 properties. You're saying only Sir Douglas does not  
 21 have its own trust. So you're saying each of these  
 22 other properties has --

23 THE WITNESS: Separate legal entity.

24 EXAMINER LYNN: Okay. And does that  
 25 legal entity own the properties I'm assuming?

1 THE WITNESS: Yes.

2 EXAMINER LYNN: Okay. And does -- do  
3 these trusts for the other properties, they own these  
4 properties but was there any action on your part over  
5 time to -- to be -- to have the billing in the name  
6 of the trust as well?

7 THE WITNESS: I was not asked to -- at  
8 all. When we signed up for them, we were not asked.  
9 I asked for the properties to be -- to be put on  
10 there. They -- in previous testimony Duke has said  
11 that they don't ask about whether the properties are  
12 separate entities.

13 EXAMINER LYNN: Well, you are asking --  
14 you asked that -- am I correct that you asked that  
15 the properties be billed to a trust -- each of these  
16 different trusts?

17 THE WITNESS: The only thing I asked they  
18 be billed and sent -- and the bills sent to the P.O.  
19 Box.

20 EXAMINER LYNN: Okay. Let me make sure  
21 I'm understanding you.

22 THE WITNESS: They never asked what  
23 entity it was billing for. They asked who I was, and  
24 I would say I was Donald Anderson.

25 EXAMINER LYNN: Okay.

1 THE WITNESS: But they failed to ask who  
2 was the owner of the property.

3 EXAMINER LYNN: Okay. So a trust owns  
4 these --

5 THE WITNESS: Each individual one except  
6 for Sir Douglas.

7 EXAMINER LYNN: There are apparently 11  
8 separate; am I correct?

9 THE WITNESS: Yes.

10 EXAMINER LYNN: There are 12 properties  
11 here, 11 separate trusts, and you're saying that  
12 they -- each of these properties is owned by a trust,  
13 but -- but the billing actually did not go to the  
14 trust. That is, the trust was not --

15 THE WITNESS: Yes, it did go to the  
16 trust. The trust is Post Office Box 342, Loveland,  
17 Ohio. That's the business mailing.

18 EXAMINER LYNN: It does not come to -- to  
19 the properties.

20 THE WITNESS: The only ones that come to  
21 the properties is 8700 East Kemper and 2474 Sir  
22 Douglas.

23 EXAMINER LYNN: Okay. I am looking, for  
24 example, this is on Anderson Exhibit 1 which is your  
25 bills concerning Corbly. Let's see now, service

1 address has, you know, your name on it and mail  
2 payments to Post Office Box 1326, Charlotte, North  
3 Carolina.

4 THE WITNESS: What is that?

5 MR. McMAHON: That's Duke Energy's  
6 mailing address, your Honor.

7 EXAMINER LYNN: My mistake. My mistake.

8 MR. McMAHON: Above there.

9 EXAMINER LYNN: Okay. My mistake. Let's  
10 back up a minute here. Okay. So you're indicating  
11 that a trust owns each of these properties, and  
12 you're saying that -- how are you saying -- how are  
13 you trying to clarify that the bills should go in the  
14 name of the trust? Help me out on that again.

15 THE WITNESS: Each of the -- they're  
16 business properties.

17 EXAMINER LYNN: Okay.

18 THE WITNESS: And they go to the business  
19 properties other than -- other than Sir Douglas and  
20 8700 East Kemper go to the post office box. That was  
21 the business address for them. We were never asked  
22 whether they were entities or not and apparently from  
23 what -- the testimony I've heard in the past Duke  
24 does not ask for -- ask the customer who owns them.

25 MR. McMAHON: Objection, your Honor.

1 There's been no other testimony about anyone other  
2 than Mr. Anderson in this hearing.

3 EXAMINER LYNN: Mr.?

4 MR. McMAHON: Anderson.

5 THE WITNESS: He can ask that later on if  
6 he wants.

7 EXAMINER LYNN: Okay. Fine. And are  
8 these -- the various trusts, is each of them say in  
9 the name of the property like this is the Corbly  
10 trust? This is the Sir Douglas? That kind of thing?  
11 Again, just for my own information, better fully get  
12 details on the record, the names of these trusts, are  
13 they -- you know, what are they called? I mean, is  
14 it in the name of each property, for example?

15 THE WITNESS: Well, you know, the trusts  
16 are named for the trustee.

17 EXAMINER LYNN: Okay. And the trustee --

18 THE WITNESS: The trust documents then  
19 are separate.

20 EXAMINER LYNN: Well, then this is, again  
21 just to better fully detail --

22 THE WITNESS: The trust is separated into  
23 two pieces as you guys -- I am sure you're familiar  
24 being an attorney.

25 EXAMINER LYNN: Well, but --

1 THE WITNESS: The beneficiary and the  
2 trustee.

3 EXAMINER LYNN: Trustee, correct. And  
4 for each of these properties for which there is a  
5 trust, who was the trustee, Mr. Anderson?

6 THE WITNESS: I was the trustee for them.

7 EXAMINER LYNN: You were the trustee,  
8 okay. So --

9 THE WITNESS: Legally they're separate  
10 business entities.

11 EXAMINER LYNN: Okay. But your -- at any  
12 rate apparently then your goal was to have the  
13 bill -- your intent -- let me start over.

14 Was your intent to have we'll call it a  
15 customer of record who should actually be paying the  
16 bill or who the bill was sent to or who was  
17 responsible for paying it? Was it your intent to  
18 have the customer of record be each of these  
19 different trusts?

20 THE WITNESS: Yes.

21 EXAMINER LYNN: I see.

22 THE WITNESS: That's why we set up  
23 trusts.

24 EXAMINER LYNN: Okay. And you're  
25 indicating that at the time you started service at

1     these various properties there was -- when you --  
 2     when you say completed documents who the customer of  
 3     record would be, was there anything you completed  
 4     that indicated that the customer of record should be  
 5     the trust?

6                 THE WITNESS:   I never completed any  
 7     documents at all.

8                 EXAMINER LYNN:   You did it all by  
 9     telephone.

10                THE WITNESS:   It's all by telephone.

11                EXAMINER LYNN:   Okay.   Do you recall when  
 12     you started up service at these different addresses  
 13     how the conversation went, you know, with the service  
 14     representative?

15                THE WITNESS:   I would call up the  
 16     representative and say we would like to have service  
 17     at this address.

18                EXAMINER LYNN:   Sure.

19                THE WITNESS:   As I said before, they  
 20     would ask me what my name was.   I would tell them my  
 21     name.

22                EXAMINER LYNN:   Okay.

23                THE WITNESS:   They did not ask who the  
 24     owners were as I've stated now three times.

25                EXAMINER LYNN:   Mr. Anderson, you know,

1 the billing issue apparently, you know, went on for a  
2 period of time. You know, your -- this matter that  
3 started you're saying with Corbly and ended up at Sir  
4 Douglas and what was the other address?

5 THE WITNESS: Pardon?

6 EXAMINER LYNN: You said the issues  
7 started with Corbly and ended up eventually filtering  
8 down to Sir Douglas and there was some other address  
9 you mentioned.

10 THE WITNESS: And 8700 East Kemper.

11 EXAMINER LYNN: Okay. And over -- what's  
12 your estimate about over how long a period of time  
13 that went on?

14 THE WITNESS: I have -- I was not aware  
15 of all of it going on until we had the first hearing.

16 EXAMINER LYNN: Well, maybe I should  
17 state --

18 THE WITNESS: I did not understand what  
19 was going on during that time.

20 EXAMINER LYNN: I guess --

21 THE WITNESS: The history with Duke  
22 Energy has been very rough in that they are not  
23 pleasant to deal with. They have used vulgarities on  
24 the phone --

25 MR. McMAHON: Objection, relevance.



1 EXAMINER LYNN: Well, I understand.

2 THE WITNESS: So for trying --

3 EXAMINER LYNN: I know that was in your  
4 complaints.

5 THE WITNESS: It's relevant because it  
6 makes it difficult to deal with them.

7 EXAMINER LYNN: Well, here --

8 THE WITNESS: They have missed 19  
9 appointments and have shown -- 19 over a period of  
10 about 20 years, missed 19 appointments with the  
11 properties.

12 EXAMINER LYNN: I guess here is a  
13 question that came in my mind, Mr. Anderson. The  
14 bills -- although your intent apparently was to have  
15 the customer of record or the entity paying the bills  
16 be the trusts, the bills apparently over time were  
17 issued in your name; am I right about that even  
18 though your intent was to have the bills issued in  
19 some other name?

20 THE WITNESS: I believe they had my name  
21 on -- on the bills.

22 EXAMINER LYNN: Okay. And in that --  
23 then that leads to this question, your name was on  
24 the bills and who was paying the bills as did you get  
25 out your own checkbook every month?

1 THE WITNESS: No. I used a business  
2 account.

3 EXAMINER LYNN: Well --

4 THE WITNESS: They would bill each of the  
5 trusts for that.

6 EXAMINER LYNN: Okay. So you mentioned  
7 there was payment made by a business account. And  
8 when you saw the bill --

9 THE WITNESS: The checks were originally  
10 Anderson Investments.

11 EXAMINER LYNN: Okay. But at any rate I  
12 will say the bookkeeper in a sense; am I right?

13 THE WITNESS: Sure.

14 EXAMINER LYNN: So when the bills came in  
15 and, you know, you were paying the bills for the  
16 various properties, did you -- did you notice that  
17 the bill was -- the name on the service address was  
18 your name instead of a trust? Did that --

19 THE WITNESS: It didn't affect me.

20 EXAMINER LYNN: But I guess what I'm  
21 asking is I know your intent was to have these bills  
22 issued to the trust and the trust paying, you know,  
23 for the utilities.

24 THE WITNESS: The trust did pay them.

25 EXAMINER LYNN: Okay. But I guess what

1 I'm asking is your name, not the name of the trusts,  
2 was on these bills, and at any point in time did  
3 you -- did you think, hey, this isn't right? This  
4 wasn't what I intended?

5 THE WITNESS: No. I'm not a lawyer.

6 EXAMINER LYNN: Well, but you didn't  
7 contact Duke and say, hey, this is my name on here;  
8 it should --

9 THE WITNESS: I don't think it's my  
10 responsibility to manage Duke.

11 EXAMINER LYNN: Okay. Well, again, I'm  
12 just trying to get it clear for the record. Okay.  
13 Let's see, what else would you like to add? I  
14 appreciate, you know, your answering all these  
15 questions. It helps clarify things for the record  
16 but was there any -- and you'll have a chance to take  
17 the witness stand later certainly but what other  
18 issues or matters did you want to bring up as far as  
19 any exhibits you have or?

20 THE WITNESS: Well, we're really short  
21 because they have not -- they have not complied with  
22 discovery. We do not understand at all what the  
23 billings are between them nor their deal. They just  
24 gave -- when they eventually read Corbly, they just  
25 gave us a number and subtracted it from them. All

1 the properties we paid until they got crazy numbers.  
 2 And then when we got crazy numbers when they  
 3 transferred or bounced it from one to the other, we  
 4 stopped paying on them because they were crazy  
 5 numbers. So that's where they bounced it from one.  
 6 I can speculate on what all the rest of the charges  
 7 are because apparently the rebate for Corbly was much  
 8 more than was ever billed for there. I think most of  
 9 it I'm speculating.

10 MR. McMAHON: Objection, move to strike.  
 11 He's admitting that he is speculating.

12 EXAMINER LYNN: Well, what would you --  
 13 what's your perspective on the matter?

14 THE WITNESS: My perspective is that  
 15 probably the remainder of the bills are late charges  
 16 and feel that those late charges should have been  
 17 removed and all -- all the properties should have  
 18 been recalculated with the corrected figures and I  
 19 don't believe that's been done. But I don't know  
 20 that because they have not provided me with the  
 21 discovery material that you had ordered them to do.

22 EXAMINER LYNN: Mr. Anderson, let's see,  
 23 the discovery material was received by you in March,  
 24 I believe. I ordered it. I agreed with your motion  
 25 to compel in March. It was sent to you in March.

1 And I assume, you know, you were able to take some  
2 time to review that.

3 THE WITNESS: I have been extremely busy  
4 during that period of time, and to be very honest, I  
5 started looking at it two days ago. And at that  
6 point in time two days ago, I discovered it's just  
7 nonsense. They haven't -- they haven't produced the  
8 discovery information that you ordered them to do.

9 EXAMINER LYNN: What do you think -- what  
10 was missing in particular, Mr. Anderson?

11 THE WITNESS: Well, the electrical for  
12 Redbud, all the figures, no recalculations, and you  
13 had them to do these through 2016, so 2016 they  
14 should have had recalculations on each of the  
15 properties, and it should have been in a separate  
16 bundle.

17 EXAMINER LYNN: Mr. Anderson, did you  
18 bring --

19 THE WITNESS: That's what we asked for  
20 when we asked for discovery.

21 EXAMINER LYNN: Did you bring with you  
22 today all the items that you did receive from Duke  
23 when I ordered the motion, I agreed with your motion  
24 to compel?

25 THE WITNESS: Yes. This is what I got

1 plus there's one more over there.

2 EXAMINER LYNN: Okay. All right.

3 THE WITNESS: I would be glad to give you  
4 them all, enter them all --

5 EXAMINER LYNN: Sure.

6 THE WITNESS: -- as testimony.

7 EXAMINER LYNN: So that's all that was  
8 produced then.

9 THE WITNESS: Well, there was --

10 EXAMINER LYNN: You said you have one  
11 more.

12 THE WITNESS: There's some statements  
13 that was a second bundle that he talked about which  
14 basically was just verbiage about what they were --  
15 had done and so on and so forth, and their records  
16 when we examined them, we will get to that in a  
17 little bit, were incomplete because I want to talk  
18 about Redbud.

19 EXAMINER LYNN: Okay. Where would you  
20 like to go next then with your testimony?

21 THE WITNESS: Well, Redbud was a  
22 particular problem. We've had -- well, we've had  
23 problems with them in readings and inaccurate things  
24 going on. I'm going to go a little tangential on one  
25 that does not -- is not in dispute for today, but it

1 illustrates what the type of -- what was the quality  
2 of their -- what was going on.

3 EXAMINER LYNN: Mr. Anderson.

4 THE WITNESS: That was Kay Drive and I  
5 will be tangential. You can strike it if you  
6 think --

7 EXAMINER LYNN: Kay Drive is actually one  
8 of the ones that's listed as your active accounts on  
9 MC-1, but you're saying --

10 THE WITNESS: In Kay Drive we had a  
11 situation probably two or three years ago, and I'm  
12 not sure on the exact one in time, in which we got a  
13 bill that was -- it wasn't occupied at that point in  
14 time and it was kind of -- it was higher, much higher  
15 than it had been before and so I paid that bill and  
16 then the next month we got another bill and so I said  
17 this doesn't look right. So I went out and read the  
18 meter, and apparently the meter was lower than the  
19 first charge, much lower than the first charge. And  
20 I called up Duke, and they corrected the problem.  
21 But I would -- you know, the meter reader obviously  
22 hadn't been reading the meter.

23 EXAMINER LYNN: Was that bill that you  
24 felt was higher than it should have been, was that an  
25 actual read or?

1 THE WITNESS: That was supposed -- it was  
2 an actual read.

3 EXAMINER LYNN: Actual read.

4 THE WITNESS: They were not estimates.  
5 And I think this is the problem and we'll get into  
6 Redbud because I think we have a similar problem  
7 there that's going on and I don't think the  
8 records -- their records reflect what was going on,  
9 do not reflect what was going on there.

10 EXAMINER LYNN: Okay.

11 THE WITNESS: Redbud had been a problem  
12 in reading and, in fact, they had a problem with Duke  
13 in the past and they were doing estimates when they  
14 were -- when it was transferring from a tenant to me  
15 and I didn't think that was appropriate because we  
16 use much lower utilization than a resident. And so  
17 we came to the agreement that they would put remote  
18 readers in our properties and they did that at  
19 Redbud. In fact, I spent two days going around with  
20 their crews putting them in at the various  
21 properties, and they did that at Redbud.

22 And after about a year after they put  
23 that in, I got a notice of disconnect because they  
24 couldn't read the meter, so I said, hey, there is a  
25 meter there and why hasn't -- they put me in contact



1 with the meter reading department that was in that  
2 area in the Hamilton area and she told me, oh, we  
3 have the reader to do that in our office and they  
4 never told me they wanted to do that, so I don't  
5 think one hand necessarily knows what the other hand  
6 has done.

7 EXAMINER LYNN: Mr. Anderson, I'll stop  
8 you right there. The property you are referring to  
9 is Redbud.

10 THE WITNESS: 85 Redbud.

11 EXAMINER LYNN: And you're saying that  
12 you had -- there was a remote reader installed there  
13 or something?

14 THE WITNESS: Yes.

15 EXAMINER LYNN: And by remote --

16 THE WITNESS: It was an electric only  
17 property.

18 EXAMINER LYNN: On that one by remote  
19 reader you mean that someone wouldn't have to  
20 physically walk on the property.

21 THE WITNESS: No. It was put in the  
22 house and transmitted from outside. They could read  
23 it from outside.

24 EXAMINER LYNN: They being the company  
25 office.

1           THE WITNESS: Duke, Duke Energy and their  
2 employees, could read it from outside.

3           EXAMINER LYNN: Okay.

4           THE WITNESS: Well, this happened and so  
5 they read and that was fine. About a year later we  
6 got the same thing back, so the right hand didn't  
7 know what the left hand was doing, and so I said we  
8 weren't -- really didn't need the power at that point  
9 in time, at that point. I said, well, we will just  
10 take a look and see what's happening.

11           Well, they disconnected the power there.  
12 This went on for over a year and I kept paying the  
13 bills because they were -- even after the disconnect  
14 they charged me monthly bills. So I paid the 7 or 8  
15 dollars for over a year until they transferred --  
16 they transferred the electric bills to there.

17           EXAMINER LYNN: Okay.

18           THE WITNESS: To that property.

19           EXAMINER LYNN: Let's back up. This is  
20 at Redbud. You're saying there was a disconnection  
21 at some point.

22           THE WITNESS: Well, there was -- there  
23 was two disconnections. There was a disconnection.  
24 In fact, there was supposedly three. After the first  
25 time, the first time when they called, they had

1 disconnected it. And we called and they -- and that  
 2 was when they -- we had the department head of the  
 3 meter reading department in that area, she said, oh,  
 4 she had that, and she went out. They had  
 5 disconnected the power at the house which is in  
 6 violation of their own policies because they are not  
 7 supposed to disconnect at the house. They are  
 8 supposed to disconnect them at the pole, and they  
 9 pulled off the head off from the house in the process  
 10 of doing that.

11 EXAMINER LYNN: All right.

12 THE WITNESS: That's the piece where the  
 13 wire comes up and holds on, they disconnected at that  
 14 time and broken it off. Well, they fixed it at that  
 15 point in time. Then the second -- about a year later  
 16 we had the same problem again, and they disconnected  
 17 it at that point, but they continued charging us.

18 EXAMINER LYNN: Okay.

19 THE WITNESS: I said I wonder how long  
 20 they will have until they discover it. So I kept  
 21 paying the \$8 a month. Sometime along the time they  
 22 should discover this.

23 EXAMINER LYNN: So you kept paying even  
 24 though you are saying it had been disconnected.

25 THE WITNESS: I wanted to see what would

1     happen and see if they would correct their own  
2     problem. Well, they didn't correct the problem.  
3     Then I get a dis -- then they transferred the bill  
4     from -- along the way they bumped the bill over to  
5     Redbud, and I don't know the order in which they  
6     bumped it over.

7                 EXAMINER LYNN: The property --

8                 THE WITNESS: It originated from Corbly.

9                 EXAMINER LYNN: I see.

10                THE WITNESS: The problem that started  
11     the whole thing from Corbly, they got bumped over  
12     there.

13                EXAMINER LYNN: Went to Redbud, you're  
14     saying that bill was transferred to Redbud.

15                THE WITNESS: Yes, and the power had  
16     already been disconnected, so they threatened  
17     disconnection, and I said I'm not paying any more.  
18     They bumped it over there and then I said I'm not  
19     paying any more and they threatened with  
20     disconnection and eventually supposedly sent a guy  
21     out to disconnect it. Well, it was already  
22     disconnected, and they should have discovered that.  
23     I don't know what -- why they didn't do that.

24                But I think they have got employee  
25     problems because, you know, in the records that they

1 have sent to me, they do not -- they do not list that  
 2 as the original disconnection, only the second --  
 3 they -- the last time when they said they  
 4 disconnected after they transferred the bill, they  
 5 said they disconnected, but it was already  
 6 disconnected.

7 EXAMINER LYNN: Okay. So you mentioned  
 8 Corbly. You mentioned Redbud. Are there any other  
 9 properties you wanted to --

10 THE WITNESS: All the rest of the  
 11 properties, they bounced from one to the other and I  
 12 do not understand them because we do not have  
 13 corrected bills. It looks to me, appears to me, my  
 14 impression is that, as I said before, it appears to  
 15 me that what we're really talking about when they  
 16 corrected the bill, when they eventually after they  
 17 first -- after the original meeting that we had at  
 18 this institution with them is that they -- they  
 19 subtracted off some sort of percentage of the bill  
 20 from Corbly, but they didn't -- I don't think they  
 21 removed the late charges nor did they do  
 22 recalculations on all of them.

23 EXAMINER LYNN: Okay. So let me --

24 THE WITNESS: Kept getting knocked off,  
 25 probably knocked off the gas and electric from

1 Corbly.

2 EXAMINER LYNN: Mr. Anderson, where are  
3 you -- you've indicated again the problem began at  
4 Corbly, eventually ended up on the bills of two  
5 different properties; am I correct?

6 THE WITNESS: I think Sir Douglas and  
7 Kemper.

8 EXAMINER LYNN: And you're saying that --

9 THE WITNESS: Subsequent to Kemper they  
10 bounced it over now to McCormick.

11 EXAMINER LYNN: Okay. And you're saying  
12 that even though there was a credit received from  
13 Corbly you're saying that you feel the bills that  
14 you're still receiving for these properties, the two  
15 you just mentioned, you feel the amount on the bill,  
16 the dollar amount, is still too high because  
17 you're -- you feel there were --

18 THE WITNESS: I don't know where the  
19 \$2,000 came from or what they are looking for, 1,600,  
20 2,000, and I'm not sure about Sir Douglas because I  
21 haven't talked to Carol in a while. I don't know if  
22 that's been cleared up or that's still there or what  
23 it is because I haven't talked to her in a while.

24 EXAMINER LYNN: All right.

25 THE WITNESS: They have also another

1 issue on it that we brought before. I think they are  
2 in violation of both state and federal law in that  
3 they've allowed -- they have not allowed Carol to put  
4 the property -- that property in her own name.

5 MR. McMAHON: Objection, relevance.

6 EXAMINER LYNN: Okay.

7 THE WITNESS: It's in their documents  
8 that they have sent.

9 EXAMINER LYNN: Well, I understand your  
10 objection. We'll overrule that. Again, he is not  
11 represented by counsel, but we'll take that into  
12 account.

13 THE WITNESS: Well, I would submit that  
14 the document that they sent where they -- the  
15 document in which they showed that so it is -- it's  
16 not -- it's not hearsay or anything. It is in one --  
17 it's in their document that they sent, that they have  
18 sent to me. It's in the cover letter.

19 EXAMINER LYNN: Okay.

20 THE WITNESS: In fact, it's on this sheet  
21 right here. If we need to, we'll admit it.

22 EXAMINER LYNN: Could I see that for a  
23 minute, Mr. Anderson?

24 THE WITNESS: Yes, but let me find the  
25 one and I'll hand it to you where it is there. Sir

1 Douglas. So they may not have admitted it in the  
2 appropriate way, but it's there if you want to play.  
3 We're looking for truths, aren't we? We're not  
4 looking to dot the Is and cross the Ts.

5 EXAMINER LYNN: We will let Mr. McMahon  
6 see this for a minute, please. We'll call this  
7 Anderson Exhibit 2, I guess.

8 THE WITNESS: We'll do 1, 2, 3, 4, 5, 6?

9 MR. McMAHON: I'm sorry. What's the  
10 number, your Honor?

11 EXAMINER LYNN: We will call it Anderson  
12 Exhibit 2.

13 MR. McMAHON: Okay.

14 EXAMINER LYNN: Mr. Anderson, can I see  
15 that again, please?

16 THE WITNESS: If you look at Redbud down  
17 in here, you'll also see there's only one disconnect  
18 for Redbud.

19 EXAMINER LYNN: Okay. Thank you.

20 THE WITNESS: And that was at the time  
21 when they had transferred the money over.

22 EXAMINER LYNN: Anderson Exhibit 2 is one  
23 of the items that Duke sent to you when I granted  
24 your motion to compel discovery; am I right?

25 THE WITNESS: Yes.



1 EXAMINER LYNN: Okay. I'll mark that as  
2 Anderson Exhibit 2. Okay. All right. And were  
3 there any other, you know, properties you wanted to  
4 highlight or things you wanted to mention?

5 THE WITNESS: As I said before, I think  
6 the business on all of them, the charges on them, I  
7 don't understand the -- the charges, you can see late  
8 charges being added on each property as time goes on.  
9 And we can admit all the rest of them --

10 EXAMINER LYNN: Sure.

11 THE WITNESS: -- for that purpose --

12 EXAMINER LYNN: Okay.

13 THE WITNESS: -- if you want. If they  
14 want to look at them, if you want to look at it, you  
15 can.

16 EXAMINER LYNN: I think that would be  
17 helpful to have in the record, yes.

18 MR. McMAHON: I don't need to see them.

19 EXAMINER LYNN: Mr. McMahon, you are  
20 indicating these are documents you already have  
21 because this is what you did in response to the  
22 motion to compel. Okay. We'll go off the record a  
23 little later, and we'll designate these exhibits.  
24 Thank you. There's a lot of them.

25 All right. Mr. Anderson, if you have no

1 more comments at this time --

2 THE WITNESS: Well, I have one more issue  
3 that we've talked about before.

4 EXAMINER LYNN: Okay.

5 THE WITNESS: I believe there's in Ohio  
6 the statute of limitations for collecting, and I  
7 think those are expired. Generally speaking the  
8 statute of limitations generally is two years but  
9 there are specific statutes of limitations for --  
10 that have been described by the legislature for  
11 particular other issues, but when it's nothing else,  
12 it's two years so this went on -- this has been more  
13 than two years.

14 EXAMINER LYNN: About how long do you  
15 think this has gone on?

16 THE WITNESS: Oh, this has gone on since,  
17 you can look on Corbly, since '13 --

18 EXAMINER LYNN: 2013.

19 THE WITNESS: -- or before.

20 EXAMINER LYNN: Okay.

21 THE WITNESS: The original dispute was in  
22 2013.

23 EXAMINER LYNN: And that's when you  
24 called the Duke customer service representatives or  
25 something.

1 THE WITNESS: No. That's when they did  
2 the crazy billings on Corbly --

3 EXAMINER LYNN: I see. Okay.

4 THE WITNESS: -- which started rolling.

5 EXAMINER LYNN: Please stay there for a  
6 moment.

7 Mr. McMahon, I'll turn the matter over to  
8 you for any questions you might have. And if you  
9 need a minute to pause and prepare questions, go  
10 ahead.

11 MR. McMAHON: Before I begin, your Honor,  
12 can we designate -- just because I may cross-examine  
13 Mr. Anderson regarding that last exhibit, that still  
14 needs to be numbered.

15 EXAMINER LYNN: Yes. We'll go off the  
16 record just for a minute. Thank you.

17 (Discussion off the record.)

18 EXAMINER LYNN: Okay. We'll go back on  
19 the record.

20 For purposes of continuing with the  
21 hearing and some questions for Mr. Anderson, we'll  
22 designate some of the other documents he brought in  
23 today. There's a document for the service address at  
24 Redbud; we'll call that Anderson Exhibit 3. Let's  
25 see, for service at 7111 Clovernoll, that will be

1 Anderson Exhibit 4. For service at 1889 Ashbrook,  
2 that will be Anderson Exhibit 5. Service at 8700  
3 Kemper Road East, that will be Anderson Exhibit 6.  
4 Service at 2474 Sir Douglas Drive, that will be  
5 Anderson Exhibit 7. And I believe that would be the  
6 extent of the exhibits. Thank you for bringing them  
7 along. All right.

8 DR. ANDERSON: Makes for a lighter load  
9 for me to go home with.

10 EXAMINER LYNN: Sure. That works for all  
11 of us then.

12 DR. ANDERSON: Not for you. You've got  
13 the heavy load.

14 EXAMINER LYNN: I can handle it. I have  
15 had cases with more paperwork, please believe.

16 Mr. McMahon, were you able to follow all  
17 those numbers?

18 MR. McMAHON: Yes, thank you.

19 EXAMINER LYNN: I am sure that will help  
20 you with your questioning then. If you're ready to  
21 go ahead, fine. If you need a minute to prepare,  
22 that's fine too.

23 MR. McMAHON: I can proceed, your Honor.

24 EXAMINER LYNN: Fine.

25 MR. McMAHON: Would you like me to stand?

1 EXAMINER LYNN: It's quite all right if  
2 you sit.

3 MR. McMAHON: Okay. Thank you.

4 EXAMINER LYNN: Not a problem.

5 - - -

6 CROSS-EXAMINATION

7 By Mr. McMahon:

8 Q. Mr. Anderson, I'm going to try to be  
9 succinct here, and but we bounced around a little bit  
10 so.

11 A. That's okay.

12 Q. One of the things that was asked of you  
13 by his Honor was -- the question was you did not  
14 contact Duke and tell them that any of your bills are  
15 in the wrong name, and you answered it's not your  
16 responsibility to manage Duke.

17 A. That was not what was asked me.

18 Q. Okay. Let me be clear because I wanted  
19 to follow up because I don't think you answered the  
20 question. Let me just pose the question.

21 A. That was not what was asked.

22 Q. Okay. Let me ask you this question, you  
23 never contacted Duke in response to any of your  
24 monthly bills on any of the properties identified as  
25 Exhibits 3, 4, 5, 6, and 7 and told Duke Energy that

1 the bills are in the name of the wrong customer, did  
2 you?

3 A. They did not ask me if they were in  
4 the -- what names they were in.

5 Q. If you could answer my question. It's a  
6 "yes" or "no" question.

7 A. It is not -- necessarily can be answered  
8 as a "yes" or "no."

9 MR. McMAHON: Your Honor, could you  
10 instruct the witness to answer, please?

11 EXAMINER LYNN: Well, Mr. Anderson, you  
12 know, what I was asking earlier was this, there were  
13 bills of these numerous properties issued and the  
14 bills were issued -- bills were issued in your name  
15 at whatever the service address might have been for  
16 the property. And the question that I asked earlier  
17 is -- and I will -- I'll ask it hopefully more  
18 clearly this time, was you indicated that, you know,  
19 you through the business entity you set up, was like  
20 Anderson Properties or whatever the name was.

21 THE WITNESS: Anderson Investments was  
22 the entity that served the trusts.

23 EXAMINER LYNN: Okay. You're indicating  
24 that when you received these different bills for the  
25 various properties and, you know, your name is

1 indicated as above the service address on the bills,  
 2 my question was was it -- was this -- you've  
 3 indicated your intent was to have the entity of  
 4 record -- or customer of record for the various  
 5 properties to be a trust that owned the properties,  
 6 you know, different trusts for each property.

7 THE WITNESS: The court records show  
 8 that. The county records show that.

9 EXAMINER LYNN: Okay. Then my question  
 10 was when these bills came in to you and your name was  
 11 indicated above the service address, my question was  
 12 did you contact Duke at any time and say, hey, this  
 13 isn't right; you know, my -- my intent, my goal was  
 14 to have the name of whatever the trust was for this  
 15 property be the name, you know, for the address.

16 THE WITNESS: As I said before, I'm not  
 17 an attorney and did not know that -- you know, of  
 18 that. And I didn't think it was my duty to tell them  
 19 what it is. We pay -- we pay -- as trustee, we pay  
 20 legitimate bills for each of the properties.

21 EXAMINER LYNN: So you're --

22 THE WITNESS: But we don't pay  
 23 illegitimate bills.

24 EXAMINER LYNN: Sure. You're the  
 25 trustee. Your intent was to have for each of these

1 properties and you're saying there's a different  
2 trust --

3 THE WITNESS: Each of the properties is  
4 being operated as a separate trust.

5 EXAMINER LYNN: So each one has its own  
6 trust name.

7 THE WITNESS: But I did not -- I admit  
8 they didn't ask me, and I did not tell them, but I  
9 did not intend to hide it either.

10 EXAMINER LYNN: Okay. So your bill came  
11 in in your name, and you did pay it. You know, you  
12 paid until the point where you thought --

13 THE WITNESS: The -- the entity -- the  
14 Anderson Investments has always paid all legitimate  
15 bills.

16 EXAMINER LYNN: Sure.

17 THE WITNESS: We continue to pay all  
18 legitimate bills.

19 EXAMINER LYNN: Okay. I don't think  
20 that's in dispute. So when you made the payment  
21 through Anderson Investments, you did so even though  
22 the bill had your name on it instead of the name of  
23 whatever the trust might have been for that property.

24 THE WITNESS: We paid the bill that was  
25 charged to the property.



1 EXAMINER LYNN: Okay.

2 THE WITNESS: And that's the way we felt  
3 paying for the trust.

4 EXAMINER LYNN: So you were paying on  
5 behalf of the trust.

6 THE WITNESS: On behalf of the trust.

7 EXAMINER LYNN: But at no point in time  
8 did you say, hey, this bill really should be issued  
9 in the name of, you know, the trust?

10 THE WITNESS: No. I didn't think of that  
11 at all.

12 EXAMINER LYNN: Okay. Thank you.

13 MR. McMAHON: Thank you, your Honor.

14 EXAMINER LYNN: Your other questions,  
15 Mr. McMahon.

16 MR. McMAHON: Yes.

17 Q. (By Mr. McMahon) And, Mr. Anderson, isn't  
18 it true that Anderson Investments, which you've  
19 identified as your business entity, is, in fact, a  
20 sole proprietorship?

21 A. Yes, it is.

22 Q. Okay. Owned by you.

23 A. Yes.

24 Q. Okay. And even as we sit here today, his  
25 Honor said Exhibit MC-1, the document that will be --

1 that was included in the written testimony of Melissa  
2 Coffman and will be identified later, and you  
3 identified those active and closed accounts that you  
4 had or have with Duke Energy, correct?

5 A. I have had accounts with all of these --  
6 all these properties. The trusts have had -- I have  
7 not had -- the trusts have had -- I have had an  
8 account with one of the properties, and the trusts  
9 have had accounts with all the rest of them.

10 Q. Okay. Even as we sit here today, since  
11 you filed this complaint on February 1, 2016, you  
12 have never contacted Duke Energy since February 1,  
13 2016, and asked the company to change the customer of  
14 record on any of your active accounts, have you?

15 A. No. And Duke Energy has been aware of  
16 that.

17 EXAMINER LYNN: Mr. Anderson, just to  
18 clarify the record, you said you are -- for each of  
19 these different trusts that owns these various  
20 properties, you're the trustee for each one of those;  
21 am I right?

22 THE WITNESS: Yes.

23 EXAMINER LYNN: Okay. I just wanted to  
24 be sure for the record. Thank you.

25 THE WITNESS: Some of them are a little

1 different entities. Some of them are Roger D., Roger  
2 Anderson, some are Roger Donald.

3 EXAMINER LYNN: So the trusts might have  
4 somewhat different names, but you're the trustee for  
5 each one of them.

6 THE WITNESS: Yes.

7 EXAMINER LYNN: Okay. Thank you.

8 Q. (By Mr. McMahon) And you -- since you  
9 filed your complaint, isn't it true that Duke Energy  
10 Ohio adjusted your prior bill at the Corbly property  
11 and transferred a credit of \$1,011.60 from that  
12 closed account to your account at the Kemper Road  
13 property, correct?

14 A. I believe that's true, but I don't have  
15 it in front of me. It's close to that number.

16 Q. And you answered your Honor's question  
17 you are the trustee of all of these trusts. These  
18 trusts do not have separate employer identification  
19 or tax identification numbers, do they?

20 A. No.

21 Q. They all conduct business under your  
22 Social Security number?

23 A. Yes.

24 Q. And I believe -- I just want to make sure  
25 I understand this testimony from earlier. You

1 confirmed that the Sir Douglas property is owned in  
2 your name personally, not in the name of any trust,  
3 correct?

4 A. I believe so.

5 MR. McMAHON: If I may have one minute?

6 EXAMINER LYNN: We'll go off the record  
7 for a minute.

8 (Discussion off the record.)

9 EXAMINER LYNN: We'll go back on the  
10 record then.

11 MR. McMAHON: Thank you, your Honor. I  
12 just have one more question, I believe, for  
13 Mr. Anderson.

14 Q. Mr. Anderson, toward the end of your  
15 direct testimony, you made an allegation, and I'm  
16 paraphrasing, I apologize, something to the effect  
17 Duke Energy violated a law by not allowing the Sir  
18 Douglas Drive property to be -- account to be put in  
19 your wife's name.

20 A. Yes.

21 Q. Do you have any proof that your wife or  
22 anyone on her behalf contacted Duke Energy since  
23 February 1, 2016, to have service put in her name?

24 A. Can I have -- well, on one of those  
25 sheets there you give the dates that you talked to

1 her.

2 EXAMINER LYNN: Well, hold on. This is  
3 Anderson Exhibit 2, I believe that's what he is  
4 referring to, Mr. Anderson.

5 Q. So your proof is Anderson Exhibit 2?

6 A. She talked to -- on January 27 and  
7 February 1 is what your records show.

8 EXAMINER LYNN: And Mr. Anderson's  
9 reading from Anderson Exhibit 2.

10 THE WITNESS: Thank you.

11 MR. McMAHON: No further questions, your  
12 Honor.

13 EXAMINER LYNN: All right. Thank you.  
14 Mr. Anderson, you can take your seat for the time  
15 being and please take your water with you. You might  
16 need it later. Thank you.

17 THE WITNESS: Take my scraps of paper.

18 EXAMINER LYNN: Thanks for your  
19 testimony. You are under oath. We may have further  
20 questions, but for the time being we don't.

21 Mr. McMahon, you have a witness with you,  
22 I believe?

23 MR. McMAHON: I do, your Honor, but has  
24 the Complainant rested his case in chief?

25 EXAMINER LYNN: Well, Mr. --

1 DR. ANDERSON: I would like to ask  
2 questions of...

3 EXAMINER LYNN: You will get the  
4 opportunity to ask Ms. Coffman questions.

5 DR. ANDERSON: That would be part of  
6 my -- that would be part -- I have not rested because  
7 I am going to be asking her certain things about...

8 EXAMINER LYNN: I think the issue was was  
9 there any other direct testimony you wanted to make  
10 at this point in time?

11 DR. ANDERSON: I don't think so because  
12 we do not have the information which we hoped to  
13 elicit to be able to speak in a reasonable manner  
14 about what the charges are because they have not  
15 given us that information.

16 EXAMINER LYNN: All right.

17 MR. McMAHON: In light of Mr. Anderson's  
18 testimony today, your Honor, we would move to  
19 dismiss. He has failed to state a cause of action  
20 against the company.

21 DR. ANDERSON: Well, I would like to  
22 subpoena her then.

23 MR. McMAHON: If I could finish, please.

24 EXAMINER LYNN: Just let Mr. McMahan  
25 finish.

1           MR. McMAHON: Mr. Anderson has not put on  
2 any evidence that the company violated -- violated  
3 any rule, tariff, regulation of the Commission nor  
4 has he provided any evidence that the company failed  
5 to provide reasonable and adequate service to him at  
6 the subject properties at issue in this case nor has  
7 he put on any evidence that the company's billings  
8 were incorrect, fraudulent as he claims without any  
9 evidence or any other evidence to support his claims,  
10 your Honor.

11           EXAMINER LYNN: Mr. McMahon, we will take  
12 that into account. We will not rule on that motion  
13 at this time. As I've indicated earlier in the  
14 hearing, Mr. Anderson is representing himself and I'm  
15 sure doing the best he can as far as presenting a  
16 case. So we will not rule on that at this time.

17           MR. McMAHON: Okay.

18           EXAMINER LYNN: With that in mind I  
19 believe if you are ready to proceed with your  
20 witness, we will do so.

21           MR. McMAHON: Your Honor, Duke Energy  
22 Ohio calls Melissa Coffman.

23           EXAMINER LYNN: Ms. Coffman, if you would  
24 come up to the stand, please.

25           Thank you. If you would raise your right

1 hand.

2 (Witness sworn.)

3 EXAMINER LYNN: Thank you. Please take  
4 your seat.

5 And, Mr. McMahon, you may go ahead.

6 MR. McMAHON: Thank you, your Honor.

7 - - -

8 MELISSA COFFMAN

9 being first duly sworn, as prescribed by law, was  
10 examined and testified as follows:

11 DIRECT EXAMINATION

12 By Mr. McMahon:

13 Q. Could you state your name for the record,  
14 please.

15 A. Melissa Coffman.

16 Q. And please give us your address, your  
17 work address.

18 A. 1000 East Main Street, Plainfield,  
19 Indiana 46168.

20 Q. Okay. And you're employed by Duke  
21 Energy?

22 A. I am.

23 Q. And you're --

24 MR. McMAHON: I'm sorry. Do you have a  
25 copy of Ms. Coffman's written testimony? Would you



1 like another copy?

2 EXAMINER LYNN: I do have -- I already  
3 have a copy, thank you, and you apparently have one  
4 for Mr. Anderson.

5 MR. McMAHON: Yes, I am giving  
6 Mr. Anderson another copy. It was also served on him  
7 back in March when it was filed.

8 EXAMINER LYNN: Thank you.

9 Q. (By Mr. McMahon) Ms. Coffman, you have in  
10 front of you what's been marked previously as Duke  
11 Energy Ohio Exhibit A, the direct testimony of  
12 Melissa Coffman on behalf of Duke Energy Ohio, Inc.,  
13 correct?

14 A. I do, yes.

15 Q. You helped prepare this written  
16 testimony, correct?

17 A. Yes.

18 Q. And you reviewed it back in March of  
19 2017?

20 A. I did.

21 Q. And was this written testimony true and  
22 accurate as of March 17, 2017?

23 A. Yes.

24 Q. And does it remain true and accurate as  
25 of today?

1           A.     Correct.  Yes.

2           MR. McMAHON:  I move for the admission of  
3 Duke Energy Ohio Exhibit A, your Honor.

4           EXAMINER LYNN:  Well, before I rule on  
5 that, Mr. Anderson, this -- this would have been sent  
6 to you previously for when the hearing was set for in  
7 March of 2017.  You may have questions on it but do  
8 you have any objections to admitting that into  
9 evidence?

10          DR. ANDERSON:  I don't believe so.

11          EXAMINER LYNN:  All right.  Thank you.  
12 And also just for the record too, Mr. Anderson, I  
13 neglected to do this before you left the witness  
14 stand.  Will you be making a motion that all of your  
15 exhibits be admitted into evidence as well?

16          DR. ANDERSON:  Yes.

17          EXAMINER LYNN:  All right.  Thank you.

18          MR. McMAHON:  I have no objection to  
19 that, your Honor.

20          EXAMINER LYNN:  Thank you, Mr. McMahan.  
21 In that case Anderson Exhibits 1 through --

22          MR. McMAHON:  7, I believe, your Honor.

23          EXAMINER LYNN:  You're correct.  1  
24 through 7 will be admitted into evidence.  And also  
25 Duke -- Duke Energy Exhibit A will be admitted into

1 evidence as well.

2 (EXHIBITS ADMITTED INTO EVIDENCE.)

3 MR. McMAHON: Thank you, your Honor. I  
4 just have a couple of follow-ups since that testimony  
5 was filed back in March.

6 EXAMINER LYNN: All right.

7 MR. McMAHON: For the record I am handing  
8 Mr. Anderson a copy of Exhibit MC-1A.

9 EXAMINER LYNN: All right.

10 MR. McMAHON: I am also giving a copy to  
11 the witness and your Honor.

12 EXAMINER LYNN: Thank you.

13 Q. Ms. Coffman, I've handed you what's been  
14 marked as MC-1A. Do you have that there in front of  
15 you?

16 A. Yes.

17 Q. Could you explain what this exhibit is,  
18 please.

19 A. This is a list of Mr. Anderson's active  
20 accounts in Ohio and also a list of the closed  
21 accounts as a record for Duke Energy.

22 Q. Okay. Just to clarify and help make the  
23 record, this exhibit is similar to Exhibit MC-1  
24 that's included in your written testimony, correct?

25 A. Yes.

1           Q.    But it's simply updated from March 14 of  
2    '17 to October 19 of 2017.

3           A.    Correct.

4           Q.    Okay.  Thank you.

5           EXAMINER LYNN:  And for the record MC-1A  
6    indicates Mr. Anderson's active accounts and closed  
7    accounts as of -- as of yesterday.

8           MR. McMAHON:  Correct, your Honor.

9           EXAMINER LYNN:  October 19, 2017.

10          DR. ANDERSON:  Okay.  There's a small  
11   error in it.  8700 East Kemper is listed as both.  
12   It's an active account.

13          EXAMINER LYNN:  I believe --

14          MR. McMAHON:  Just to be clear, if you  
15   can look, there's a closed account number from Kemper  
16   Road and then there's an active different account  
17   number.

18          DR. ANDERSON:  Okay.

19          EXAMINER LYNN:  So the account at Kemper  
20   is now open then?

21          MR. McMAHON:  Correct.

22          EXAMINER LYNN:  Okay.  Thank you.

23          Q.    (By Mr. McMahan) And the last question I  
24   have for Ms. Coffman just in light of Mr. Anderson's  
25   testimony, since February 1, has Carol Anderson ever

1 contacted Duke Anderson -- Energy, Duke to have the  
2 property at Sir Douglas, that account, placed in her  
3 name?

4 A. No.

5 MR. McMAHON: No further questions, your  
6 Honor, and I would move for the admission of Duke  
7 Energy Exhibit MC-1A.

8 EXAMINER LYNN: Okay. Any objections to  
9 that, Mr. Anderson?

10 DR. ANDERSON: No.

11 EXAMINER LYNN: Okay. We'll admit Duke's  
12 Exhibit MC-1A as well into evidence.

13 (EXHIBIT ADMITTED INTO EVIDENCE.)

14 MR. McMAHON: Thank you.

15 EXAMINER LYNN: Mr. McMahon, did you have  
16 any more questions for your witness at this time?

17 MR. McMAHON: No, your Honor.

18 EXAMINER LYNN: Okay. Thank you.

19 Mr. Anderson.

20 - - -

21 CROSS-EXAMINATION

22 By Dr. Anderson:

23 Q. You could help me out a little bit on  
24 this, if you would. Basically the paperwork states  
25 you are supposed to know everything about all the

1 accounts, and you will give us that information. The  
2 information that we have received from Duke has  
3 stated some part of the information that was sent.  
4 Can you tell me how you calculated -- re -- how you  
5 recalculated the charge -- the credits for us?

6 A. And which account are you --

7 Q. On all the accounts from Corbly all the  
8 way up.

9 A. Can you be specific? Which -- which  
10 recalculations are you speaking of?

11 Q. The recalculation of the gas and electric  
12 charges for all of the properties when you -- when --  
13 after you did the read -- after the readings were  
14 done for -- at Corbly, the gas and electric readings  
15 were done at Corbly.

16 A. Okay. Correct. Yes, we did do an  
17 account adjustment.

18 Q. Go ahead. That's not what I asked.

19 A. Okay. Let me explain how -- how that  
20 worked. So, yes, we did go out to that property. We  
21 did obtain a meter read. We had our billing  
22 department make a correction, what we call an account  
23 adjustment, on the Corbly account. That adjustment  
24 was based upon the meter read that was taken that day  
25 which I apologize. I don't have that date in front

1 of me at the moment.

2 Q. I could give you the date if it's  
3 important, but it's not important I don't think.

4 A. Okay. But our billing department made  
5 that correction. It's based upon the meter read that  
6 was taken that day.

7 Q. Just for Corbly.

8 A. We only did an account adjustment for  
9 Corbly.

10 Q. Okay. Did you do -- did you do any  
11 recalculations on the other property and correct the  
12 late charges?

13 A. No, not that I'm aware of.

14 Q. Why not?

15 A. We were not asked to do that.

16 Q. Why --

17 A. There were no corrections to be made on  
18 other accounts.

19 Q. Since the late charges are -- the late  
20 charges are based on the amount that's due each  
21 month --

22 A. Yes.

23 Q. -- those should be recalculated, and you  
24 did not recalculate any of those.

25 A. Well, late charges are charged to an

1 account when we have a balance that is unpaid. It is  
2 not based upon anything inaccurate with the account.  
3 If there was something inaccurate with the account,  
4 then we need to know that.

5 Q. Well, you are aware that because the  
6 charges bounced from each one of the properties that  
7 was added on, late charges were added on, and the  
8 basis of the balance and were -- well, basically  
9 added on monthly as the properties went on.

10 MR. McMAHON: Objection. Is that a  
11 question, your Honor?

12 EXAMINER LYNN: Well, it isn't a  
13 question, Mr. Anderson, but I do have a question of  
14 my own.

15 Ms. Coffman, you were saying then that  
16 Duke employees went out to Corbly and did an actual  
17 read.

18 THE WITNESS: Yes.

19 EXAMINER LYNN: And made an adjustment to  
20 what was owed by Corbly -- at the Corbly account.  
21 Now, did you also say that you were not asked to do  
22 such adjustments or actual reads at all the other  
23 accounts for Mr. Anderson? You made some remark  
24 weren't asked to do it or something.

25 THE WITNESS: That's correct. We have



1 not been asked to go out to other properties to have  
2 any other properties read -- the meters read, excuse  
3 me.

4 EXAMINER LYNN: And was the party that  
5 asked you, was it Mr. Anderson himself or do you  
6 know?

7 THE WITNESS: For the Corbly property?

8 EXAMINER LYNN: For the Corbly.

9 THE WITNESS: For the Corbly property  
10 when we were here for the settlement conference,  
11 during that conference he mentioned the Corbly  
12 property.

13 MR. McMAHON: Objection.

14 EXAMINER LYNN: Actually whatever  
15 occurred in the settlement conference, we can't  
16 mention here at the hearing. Those are proceedings  
17 that --

18 MR. McMAHON: And the difficulty we have,  
19 if I may for the record, your Honor, is that without  
20 waiving that objection, what transpired with the  
21 Corbly account and the adjustment was a result of  
22 that meeting here at the Commission.

23 EXAMINER LYNN: All right. I guess  
24 what --

25 DR. ANDERSON: I have no problem with

1     you -- if you would explain it further, if you want.

2                 EXAMINER LYNN:   Well, what I was trying  
3     to --

4                 DR. ANDERSON:   I think it's relevant to  
5     what's going on right now.

6                 EXAMINER LYNN:   Mr. Anderson, what I was  
7     trying to puzzle out was this, you know, you asked  
8     about recalculations at these numerous accounts that  
9     you have.

10                DR. ANDERSON:   Yes.

11                EXAMINER LYNN:   And upon hearing that  
12     there was some recalculation for Corbly, I thought,  
13     well, what -- you know, what -- what triggered that.  
14     Apparently there was some settlement discussions that  
15     went on and there was a reading that went out,  
16     someone went out to read at Corbly.

17                DR. ANDERSON:   They were -- because of  
18     the estimates, the so-called estimates, that had been  
19     done before was agreed that they would --

20                MR. McMAHON:   Your Honor, object to any  
21     discussion during the course of the settlement  
22     conference.

23                EXAMINER LYNN:   Well, we'll just -- well,  
24     we'll leave it at this, that there was an actual read  
25     done at Corbly; and, Ms. Coffman, and you would agree

1 with that, I'm sure, an actual read done that was --  
2 that resulted in a correction of the bill.

3 THE WITNESS: Yes.

4 EXAMINER LYNN: But there were -- nothing  
5 transpired from the time his complaint was filed that  
6 would have resulted in any visit and actual reads at  
7 some of these other properties I guess to correct  
8 bills that Mr. Anderson is disagreeing with.

9 THE WITNESS: That would be a true  
10 statement.

11 EXAMINER LYNN: Okay. Thank you.

12 MR. McMAHON: And if this helps your  
13 Honor, it is on pages 18 and 19 of Ms. Coffman's  
14 written testimony.

15 EXAMINER LYNN: Okay. Fine. Again, I  
16 was just trying to clarify if Mr. Anderson had  
17 objections to what was going on at numerous  
18 addresses, why there was a reading of one of them and  
19 not others.

20 DR. ANDERSON: The reading would not have  
21 to take place at the other ones. What needs to be  
22 done is there needs to be a recalculation of all the  
23 late charges and that apparently has not been done  
24 and I am kind of going into a summary and I guess  
25 there were no recalculations of any late charges for

1 all the properties. Once it was corrected, in fact,  
2 probably all the late charges would disappear.

3 A. If you're -- if you're asking if the late  
4 fees have been removed from any other properties, no.  
5 I am going to say, no, that has not occurred.

6 Q. And how were the late charges -- the  
7 question is how originally were the late charges  
8 calculated? Can you explain that to me?

9 A. Is your question --

10 Q. I am trying to wiggle in what I am  
11 looking for.

12 EXAMINER LYNN: Mr. Anderson, is your  
13 question why were some of the late charges assessed?

14 DR. ANDERSON: Now how are they assessed  
15 and the next question why weren't they reaccessed? I  
16 believe the late charges, if my understanding is  
17 correct, is that they are adjust -- they are on the  
18 basis of a balance -- of a percentage of a balance  
19 that's due.

20 MR. McMAHON: Objection. Move to strike.

21 EXAMINER LYNN: Well, Ms. Coffman, tell  
22 us how -- on what basis late charges are determined  
23 and is it a flat rate or, you know, what -- how is  
24 that done?

25 THE WITNESS: Right.

1 EXAMINER LYNN: Help me out.

2 THE WITNESS: So a late fee is based upon  
3 a balance that is owed on an account.

4 EXAMINER LYNN: Okay.

5 THE WITNESS: So if there is a balance  
6 that is owed by a certain due date and the company  
7 does not receive that full payment, it is a  
8 percentage of what the actual amount is owed.

9 EXAMINER LYNN: Okay.

10 THE WITNESS: And that determines the  
11 late charge.

12 EXAMINER LYNN: Okay. Fine. Something I  
13 was unaware of, how it was calculated. Thank you.

14 Okay. Mr. Anderson, what additional  
15 questions might you have?

16 Q. (By Dr. Anderson) Why was it not  
17 recalculated since the amount was a lot less for all  
18 the properties since the -- when they did the  
19 readings, we got a correction of over \$1,000 and that  
20 probably eliminated all the charges for Corbly.

21 EXAMINER LYNN: So, Mr. Anderson, then is  
22 your question because there was a --

23 DR. ANDERSON: Thank you for your help.

24 EXAMINER LYNN: Because there was a  
25 recalculation of the bill at Corbly, then -- and that

1 credit was applied to some other bills as I  
2 understand it, then are you asking, well, after there  
3 is a correction made to Corbly --

4 DR. ANDERSON: Every bill should have to  
5 be recorrected, needs to be recorrected, and it  
6 hasn't been done.

7 EXAMINER LYNN: And you are asking  
8 Ms. Coffman why that didn't happen.

9 DR. ANDERSON: Yes.

10 A. Well, again, there were no recalculations  
11 of any late fees because that was not necessary. The  
12 credit --

13 Q. The bills --

14 EXAMINER LYNN: Just a minute,  
15 Mr. Anderson.

16 A. The credit from Corbly, from the Corbly  
17 property, I believe, was transferred to the Kemper  
18 Road account at that time because Kemper Road was  
19 active at that time. There were no other changes or  
20 cal -- recalculations made with any other accounts.

21 EXAMINER LYNN: And, Ms. Coffman, why  
22 was -- why was -- why was it not done to any of the  
23 other accounts? Is that because the other ones were  
24 closed or?

25 THE WITNESS: When I personally reviewed

1 the accounts, I looked through to see if we had other  
2 accounts that had any type of estimated reads,  
3 anything that looked out of place with the balance  
4 compared to the usage. I did not personally find  
5 other accounts that needed to be corrected or that we  
6 needed to have someone go back out to read the meters  
7 again.

8 EXAMINER LYNN: And this was after the  
9 Corbly adjustment was made.

10 THE WITNESS: Correct.

11 EXAMINER LYNN: Okay.

12 THE WITNESS: Yes.

13 Q. (By Dr. Anderson) Would the Corbly --  
14 because of the -- the Corbly was overcharged. I  
15 think that we -- you have given us a credit because  
16 it was overcharged.

17 A. Yes.

18 Q. Would that have created additional late  
19 charges when it was transferred to all the other  
20 properties?

21 MR. McMAHON: Objection, presumes facts  
22 not in evidence.

23 EXAMINER LYNN: Well, let's let  
24 Mr. Anderson's question stand. Would you repeat  
25 that, please?

1 DR. ANDERSON: We are looking for truths.

2 EXAMINER LYNN: What was your question  
3 again then, Mr. Anderson?

4 Q. Well, the -- the -- when the late  
5 charge -- when the credit was given to Corbly, that  
6 late -- that amount of money that was charged would  
7 have generated additional late charges as it went  
8 through all -- over the period of time when it was  
9 transferred from property to property. It would  
10 grow, grow exponentially.

11 EXAMINER LYNN: And then your question  
12 is?

13 Q. I believe that, you know, where -- would  
14 it generate late charges as it went from one property  
15 to the other?

16 A. There would be late charges on accounts  
17 if the balance that was owed at that time was not  
18 received in full.

19 Q. Okay. Let me -- are you finished? I'll  
20 ask it another different way.

21 A. Okay. Go ahead.

22 Q. For a \$1,000 late charge, if it went over  
23 a period of from 2013 to 2016, what would be the late  
24 charges for that?

25 A. I don't have that in front of me.



1           Q.    You were supposed to be able to answer  
2 everything.

3           MR. McMAHON:  Objection.

4           EXAMINER LYNN:  Well, we'll just focus on  
5 questions, Mr. Anderson.

6           A.    I can't speculate to that amount.  I  
7 would have to go back --

8           Q.    It would be late charges.

9           A.    Again, there would be late charges on an  
10 account if the payment was not received in full for  
11 the balance that is owed.

12          Q.    And that -- would those late charges grow  
13 on a monthly basis for that thousand dollars?  It  
14 would be additional late charges if it wasn't paid  
15 every month for those -- for the period of time it  
16 was owed.

17          A.    A late charge can increase, yes, because  
18 it is a percentage of the balance that is owed.

19          EXAMINER LYNN:  Ms. --

20          Q.    You didn't ask -- answer the question  
21 that was asked.

22          EXAMINER LYNN:  Maybe I can step in here  
23 and try to clarify.

24          DR. ANDERSON:  You can.  I appreciate it  
25 because I'm not very good at this.

1 EXAMINER LYNN: Well, you know, as I  
2 said, you're representing yourself, so I've made that  
3 clear all along.

4 DR. ANDERSON: I appreciate it.

5 EXAMINER LYNN: Okay. Ms. --  
6 Ms. Coffman, let me see if I can understand your  
7 answers correctly, okay? Are you saying that when  
8 there was the actual read done at Corbly and an  
9 adjustment to that bill and there was a credit that  
10 was applied to I think you said it was like Sir  
11 Douglas? I believe the credit was applied to Sir  
12 Douglas or credit for Corbly was applied to --

13 THE WITNESS: The credit from Corbly was  
14 transferred to Kemper Road.

15 EXAMINER LYNN: Kemper Road, okay. Are  
16 you saying that when -- even when that credit was  
17 transferred, that it's Duke's position that there  
18 were still other accounts that were open for which  
19 there were bills not paid? In other words, the  
20 credit from Corbly would have helped -- you are  
21 saying the credit from Corbly would have helped on  
22 the amount owed on, say, you know, the address of --  
23 the bill at one address, but it wasn't enough to  
24 cover what Duke felt was owed for other addresses; am  
25 I on the right track there?

1 THE WITNESS: Well, our -- are you asking  
2 if we would have spread out the credit over other  
3 accounts?

4 EXAMINER LYNN: Well, Mr. McMahon, I  
5 think you are on the right track. What I was trying  
6 to clarify, and if I am understanding Mr. Anderson  
7 correctly, is there was a credit generated from  
8 Corbly. Okay. That was applied to another account.  
9 And I think what he is asking is, well, then if I'm  
10 correct on this, you know, what would have been --  
11 what late charges might have been reduced on other  
12 accounts as well once we had this credit?

13 MR. McMAHON: Well, to be clear the  
14 credit was transferred from Corbly as has been  
15 entered into evidence to 8700 East Kemper Road which  
16 is the address and account at issue in the complaint.  
17 That's the account denominated on the face of the  
18 complaint. If I may finish?

19 DR. ANDERSON: That's incorrect.

20 MR. McMAHON: The account at issue in the  
21 complaint along with 85 Redbud. So the account  
22 credit was transferred to the account in dispute in  
23 this complaint proceeding.

24 EXAMINER LYNN: Okay.

25 MR. McMAHON: All -- any other active

1 accounts with balances are not germane to these  
2 proceedings.

3 EXAMINER LYNN: Okay.

4 DR. ANDERSON: The other accounts are  
5 very germane to these proceedings because it was not  
6 transferred from Corbly to 8700 East Kemper. It was  
7 transferred from Corbly through a series of other  
8 properties and eventually ended up at Kemper. It was  
9 transferred -- it was transferred through Clovernoll.  
10 When we look back to what has happened, it was  
11 transferred through Redbud. In fact, it was -- it's  
12 all those -- all those properties that are in that  
13 pile it was transferred to before it went --

14 EXAMINER LYNN: You are referring to your  
15 own exhibits.

16 DR. ANDERSON: Before it went to -- and  
17 so my position here is that they should have  
18 recalculated for the amount owed. They should have  
19 recalculated all the late charges, and I think that's  
20 what we're disputing is the late charges.

21 EXAMINER LYNN: Fine. Again --

22 DR. ANDERSON: And that the other -- the  
23 other issue on it is that I think the late charges on  
24 it because it was a fraud charge originally. All  
25 late charges should be removed because we would have

1 paid those charges for those other properties if they  
2 had been legitimate.

3 EXAMINER LYNN: Okay. Mr. Anderson,  
4 Ms. Coffman, I apologize for perhaps confusing the  
5 issue. But there are numerous properties at issue  
6 here and I was trying to clarify the matter of the  
7 credit.

8 DR. ANDERSON: The credit was -- the  
9 other properties are important because it was bounced  
10 from one property to the other.

11 EXAMINER LYNN: All right. Well, then  
12 we'll -- that's in the report and that will be taken  
13 into account.

14 Mr. Anderson, did you have any other  
15 questions?

16 Q. I don't know if we've clarified it. So  
17 there was no calculation -- no credit given for late  
18 charges because of the -- because of the erroneous  
19 charge for on Corbly -- erroneous overcharges of  
20 Corbly.

21 A. Not that I'm aware of.

22 Q. Okay.

23 A. We have no recalculations on your  
24 accounts.

25 Q. There are no recalculations from that.

1           A.    No, sir.

2                   EXAMINER LYNN:  Well, thank you.  Okay.  
3   I think actually we have clarified that.  Did you  
4   have any other questions at all?

5                   DR. ANDERSON:  I think that's the big  
6   issue is the late charges.

7                   EXAMINER LYNN:  Okay.

8                   DR. ANDERSON:  So I think -- I think  
9   we've got that clarified now.

10                  EXAMINER LYNN:  Well --

11                  DR. ANDERSON:  There's no credit been  
12   issued for the late charges.

13                  EXAMINER LYNN:  Okay.

14                  DR. ANDERSON:  That was the point.

15                  EXAMINER LYNN:  I understand there was no  
16   credit issued despite the fact Corbly was  
17   recalculated and so on.

18                  DR. ANDERSON:  So it should have been  
19   calculated -- my position it should have been  
20   calculated all the way from Corbly through each of  
21   the properties and -- and through back there, and I  
22   think that you would see that the rest of the money  
23   would disappear.

24                  EXAMINER LYNN:  All right.

25                  DR. ANDERSON:  There might be 100, 200

1 dollars due is what I'm thinking.

2 EXAMINER LYNN: Thank you. And that  
3 being said --

4 DR. ANDERSON: That was what I was trying  
5 to get in discovery.

6 EXAMINER LYNN: Okay. Was there -- is  
7 there anything else you want to bring up,  
8 Mr. Anderson?

9 DR. ANDERSON: No. Just a summary.

10 EXAMINER LYNN: Well, fine. Okay.

11 Mr. McMahon? Do you need a minute to  
12 think over whether you would have any additional  
13 questions?

14 MR. McMAHON: No further questions, your  
15 Honor.

16 EXAMINER LYNN: Okay. We have admitted  
17 all the exhibits into evidence. And I often give  
18 parties a chance to file briefs which isn't a  
19 requirement. Mr. Anderson, briefs are basically just  
20 a written summary of your arguments that could be  
21 submitted after the hearing.

22 DR. ANDERSON: We can.

23 EXAMINER LYNN: It's not necessary by any  
24 means.

25 DR. ANDERSON: Mine is not going to be as

1 formal as his.

2 EXAMINER LYNN: Well, again, it would --  
3 we would take that into account certainly. Do you  
4 want the opportunity to do a brief?

5 DR. ANDERSON: I would be glad to  
6 summarize.

7 EXAMINER LYNN: Okay.

8 DR. ANDERSON: I think that -- I think  
9 you were a little bit -- you are maybe straightened  
10 up, but you were a little confused on what I was  
11 trying to head for.

12 EXAMINER LYNN: Well, I think I better  
13 understand it now, but nonetheless you could put it  
14 into a brief. Mr. McMahon, do you want to file a  
15 brief? You don't have to.

16 MR. McMAHON: Yes, please.

17 EXAMINER LYNN: Okay. There's also an  
18 opportunity for reply briefs which, again, isn't  
19 essential or a requirement. Do the parties want  
20 reply briefs as well? That's where you would respond  
21 to what's said in the other party's brief.

22 DR. ANDERSON: Sure.

23 MR. McMAHON: I would ask that we file  
24 our post-hearing briefs at the same time and then any  
25 reply briefs at the same time --



1 EXAMINER LYNN: Right.

2 MR. McMAHON: -- rather than back and  
3 forth.

4 EXAMINER LYNN: No, I would agree with  
5 that and that's usually the procedure. Just a  
6 minute, please. I am sure the transcript will take a  
7 while to read through. Let's see, it's October 20  
8 right now.

9 Let's go off the record for a minute.

10 (Discussion off the record.)

11 EXAMINER LYNN: Back on the record.

12 Okay. So we'll say that the initial  
13 briefs will be due November 17, and then Mr. Anderson  
14 will be out of town, so the reply brief by December  
15 20. So initial brief, whoever is doing a reply brief  
16 December 20.

17 Okay. Thank you for reminding me to go  
18 back on the record. And with that being said, I  
19 believe then we will close the proceedings for today.  
20 Thank you all for attending.

21 (Thereupon, at 11:36 a.m., the hearing  
22 was adjourned.)

23 - - -

24

25

CERTIFICATE

I do hereby certify that the foregoing is  
a true and correct transcript of the proceedings  
taken by me in this matter on Friday, October 20,  
2017, and carefully compared with my original  
stenographic notes.

*Karen Sue Gibson*

Karen Sue Gibson, Registered  
Merit Reporter.

(KSG-6439)

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**Commission of Ohio Docketing Information System on**

**11/2/2017 10:26:29 AM**

**in**

**Case No(s). 16-0256-EL-CSS**

Summary: Transcript Donald Anderson vs. Duke Energy Ohio, Inc., hearing held on October 20, 2017. electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs.