

FILE

FAX

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

PUCO

2018 MAY 30 AM 8:47

RECEIVED-COMPLAINANT

ERIN DAHL,)
)
Complainant,)
)
v.)
)
THE EAST OHIO GAS COMPANY D/B/A)
DOMINION ENERGY OHIO,)
)
Respondent.)

Case No. 17-1822-GA-CSS

MOTION FOR CONTINUANCE
FOR A HEARING REGARDING VIOLATIONS OF THE EAST OHIO GAS COMPANY
D/B/A DOMINION ENERGY OHIO

In accordance with Ohio Adm. Code 4901-1-12 and in response to Whitt Sturtevant LLP's motion to dismiss my complaint to PUCO (Case No. 17-1822-GA-CSS) regarding fraudulent billing by Dominion East Ohio/East Ohio Gas Company d/b/a Dominion Energy Ohio and 2 subsequent scheduled Meter Tests for which they did not comply with any of the Ohio Revised Statutes that govern the protocol for the procedure, I respectfully request a Motion for Continuance for the teleconference/trial scheduled on June 5, 2018, at 1:30 p.m., Eastern Time and for my complaint to PUCO to remain open. Good cause exists to grant my motion for a continuance, which is set forth in the attached memorandum in support as required by OAC 4901-1-12.

Respectfully,

Erin Dahl
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Technician MI Date Processed MAY 30 2018

MEMORANDUM IN SUPPORT

I. INTRODUCTION

I, Erin Dahl, first contacted PUCO on February 16, 2017, regarding fraudulent billing that had been occurring on my prior three gas bills from Dominion East Ohio dated 11/28/2016, 12/30/2016 and 1/31/2017. In this first complaint to PUCO I stated the following:

While I rent the downstairs unit at 5918 Maplewood Road – Mayfield Heights, OH 44124 I have been out of town since July 4, 2016. As such there has not been any gas usage since that time. During the months of July, August and September 2016 the bills reflect accurately as does the usage graph on the bill and I was billed for the basic service charges of \$26.16 plus the applicable taxes. In October (date prepared 11/28/16) there was an increase that made me suspicious as my bill was \$46.31 indicating gas usage in the unit. I paid the bill but did not call Dominion regarding the issue. The following month my bill increased nearly doubling from the previous month to \$70.82 which included the basic usage fee from Dominion of 26.16 (plus taxes) and additional charges from NOPEC of \$39.38 plus taxes totaling \$70.82 due by January 19, 2017. The next bill, which was prepared on January 31, 2017 reflected even more gas usage resulting in a higher bill than the month before with the Dominion and NOPEC charges totaling \$81.49. I am still out of town and the gas has not been used, yet the bill is as high as if I were there using the utility.

(PUCO letter from Erin Dahl dated February 16, 2017)

In the same letter/complaint to the PUCO dated 2/16/2018, I articulated the circumstances and responses *and lack of responses* that occurred from the Dominion East Ohio customer service representatives during the phone calls that I made to them regarding these issues prior to contacting the PUCO.

I requested a meter test based on the O.R.C. regulations that govern this process. My 3rd letter to the PUCO, which unbeknownst to me, was considered the 'official complaint', unlike the first two letters/complaints that I issued, details the what occurred with the technicians during each of the scheduled meter tests:

I was not present for the first meter test. My mother was there to let the technician in as she occupies the upstairs unit. When the technician arrived for the first test, my mother called me so I could speak with him regarding

the issues and what actions that he was supposed to conduct for the gas meter test. During the course of our conversation, the technician read the meter and stated that it seemed to be OK. He did not have a meter prover per ORC 4933.09 through ORC 4933.12. He only read the meter and turned down the temperature on the water heater and stated that everything with the meter appears to be alright. Since no water has been in use since I left for Arizona on July 4, 2016, I'm perplexed as to why the technician thought that this might make a difference in the usage and billing. He did not conduct any test with a meter prover nor was there any test completed for a potential gas leak. (*Letter/complaint to the PUCO from Erin Dahl dated August 19, 2017*)

The second meter test was scheduled for August 2, 2017. For this test I was present and dealt with the technician directly. During his scheduled visit for the meter test I was also on the phone with a representative from Dominion as this technician was also not adhering to or conducting the meter test according to the ORC regulation that mandate these procedures. Again, the technician sent by Dominion East Ohio, left without conducting the meter test. The details of this scheduled appointment are contained in my official complaint to the PUCO dated August 19, 2017.

In Whitt Sturtevant's Motion to Dismiss it is stated that a settlement conference was scheduled on October 25, 2017 and that I neither appeared nor informed DEO or the Commission in advance that I would not be present for the settlement conference. I never received notification that a settlement conference was scheduled for this date, despite having updated my mailing address with Dominion East Ohio. I received a phone call sometime in November from either the law firm or the legal representative from PUCO asking how I would like to proceed. I explained that I wanted a hearing. Nothing was mentioned regarding any settlement conference that was scheduled and/or occurred on October 25, 2017. I stated that I could make the trip to Ohio for any hearing. It was stated that the request would be put through and that I would hear regarding the next procedural step, however, I have not received correspondence from either party regarding the settlement conferences mentioned in this Motion to Dismiss.

II. ARGUMENT

In DEO's *Answer* document, dated September 11, 2017, in response to my official complaint to PUCO, dated August 22, 2017, several defenses were put forth to which I will refute based on Ohio Revised Statutes that mandate the laws that utility companies are subject to, and Ohio Administrative Law which issues rules that are subordinate to, yet corresponds to Ohio Revised Code.

1. **Under DEO's first defense, number 2**, the lawyers claim that I contacted Dominion East Ohio on January 17, 2017 and that the representative did not observe any errors or discrepancies concerning billing and usage on my account. This finding is inaccurate. In my complaint to PUCO, dated February 16, 2017, I specify that I spoke with a representative named Angela regarding the erroneous measurement of usage that Dominion falsely claimed on the invoice, and subsequent increase in unit charge to \$3.99 per Khz. As I was in Arizona the usage measurements were undeniably inaccurate. Refer to O.R.C. 4905.26 which validates my complaint to PUCO. Angela, the Dominion East Ohio representative, stated that she was creating a work queue for a supervisor to call me back regarding reducing/adjusting the bill and regarding a meter test. I was never contacted by a representative/supervisor based on this 'work queue.'
2. **Under DEO's first defense, number 4**, the lawyers claim that a representative explained the meter would be removed during a meter-test. This is a false and inaccurate claim by the lawyers representing Dominion. A representative never made this claim and I had researched all O.R.C. laws and O.A.C. regulations before requesting the meter-test. Thus, I knew that based on Ohio Revised Code 4933.11 that, "*All gas companies*

supplying the public with ratification or natural gas shall provide for their use a meter-prover, the holder of which must contain not less than five feet. Such a meter-prover shall be tested in the place where it is to be used, stamped, and sealed by the public utilities commission.” **This statement violates and is in contradiction with their claim listed under ‘Sixth Defense, number 16** “that at all times DEO complied with the Ohio Revised Code Title 49 and the applicable rules, regulations, and orders of the Public Utilities Commission Ohio.”

3. **Under DEO’s first defense, number 6**, the lawyers claim that on July 28, 2017, when the 2nd meter test was scheduled (for August 2, 2017) that I was notified that the meter-test would take place off-site at 1201 E. 55th Street, Cleveland, Ohio 44103. This is inaccurate. On numerous occasions between March and July of 2017, I had conversations with a representative named Vicky M about O.R.C. 4933.11 and that the meter-test would be conducted in the basement of the house where the meter is located.
4. **Under DEO’s first defense, number 7 & 8**, the lawyers claimed that a technician arrived at the house for the meter test. This is true, however, his first and only objective was to remove the meter. The technician and I disputed procedure regarding the meter-test. I had the O.R.C. laws on-hand that govern the procedure and he refused to conduct the test and had no meter-prover on him. When I called PUCO and Dominion from the basement, with the technician present, he then started to check the lines with another machine. He seemed to take this action only because I made the phone call. Before that he claimed that all he is permitted to do is to remove the meter, which I refused to allow him to do, based on the laws and regulations that govern the meter-test procedure. I never received any notification that a billing dispute was denied, due to not permitting the

removal of the gas meter, as claimed under number 8 of the First Defense. When the technician continued to deny and be in contempt of Ohio Revised Code 4933.11 I dismissed him from the premises and filed my third and formal complaint with the Public Utilities Commission of Ohio, dated August 22, 2017.

5. **Under DEO's first defense, number 9, the lawyers claim that, "DEO avers that whether any provision of the Ohio Revised Code or Ohio Administrative Code requires meter tests to be performed at a location requested by a consumer is a legal conclusion and is not susceptible of admission or denial." On the contrary, all O.R.C. laws are mandates of the law, not legal conclusions. As such, DEO is in denial and violation of Ohio state law that governs all aspects and functions of the gas utility company.**
6. **Under DEO's first defense, number 10 & 11, the lawyers claim that "testing the meter on any customer's premises is neither feasible nor, to DEO's understanding, required by Ohio law." They continue in number 11 of the First Defense that "*DEO is without sufficient knowledge or information to admit or deny the remaining allegations in the complaint, and generally denies any allegations not specifically admitted or denied in the Answer in accordance with O.A.C. 4901-9-01(D). DEO neither attests nor concedes to the authenticity of any document attached to the Complaint.*"** The referenced Ohio Administrative Code 4901-9-01(D) rule states that, "**(D)** The public utility shall state in its answer, in short and plain terms, its defenses to each claim asserted, and shall admit or deny the allegations upon which the complainant relies. If the public utility is without sufficient knowledge or information to form a belief as to the truth of an allegation, it shall so state and **this has the effect of a denial.**" As a utility company, is it a legal

requirement to know, understand and adhere to the state and federal laws and rules that govern and mandate the manufacturing, production and dissemination of natural gas, and hence, the measurement and billing thereof, rendering their statements under First Defense, Numbers 10 & 11, impotent and irrelevant while simultaneously demonstrating that throughout, Dominion East Ohio has been in violation of the laws that they are subjected to, and have engaged in fraudulent practices in regards to meter-testing protocol and laws, billing practices and possibly remote activation of the utility in question, resulting in measurements of use that are weren't initiated by the consumer.

7. **Under DEO's Second Defense, number 12, under the title of 'Affirmative Defenses,** the lawyers erroneously state that, *"The complaint does not comply with the Commission's rules requiring "a statement which clearly explains the facts. Ohio Adm. Code 4901-9-01(B). The allegations are not in numbered-paragraph, but narrative, form; many of the allegations and statements in the complaint are compound and argumentative; and many of the allegations omit numerous details necessary to answer them. The Company, has attempted, to the best of its ability, to answer the allegations, but reserves the right to amend its answer in the event it has incorrectly understood the allegations."* No where within the contents of the Ohio Revised Codes or the Ohio Administrative Code or on PUCO's website, which provides the criteria and options for filing an official complaint with the agency, does it state that the paragraphs should be separated and connotated by numbers or paragraph symbols. All three of my complaints to the Public Utility Commission of Ohio detail the violations by Dominion East Ohio and subsequent problems chronologically, systematically and logically (and truthfully). If the lawyers and Dominion representatives need my paragraphs enumerated so that they

can better assess the legal violations that I detail, though not required by law, I can enumerate the paragraphs of each complaint, however, the content and form of each document will remain intact. As specific, illegal violations have occurred, it is my Constitutional right and obligation to address, confront, argue and debate the law and violations thereof, and require (based on all of the above mentioned laws) for these violations to be rectified legally and fiscally by whatever measures the pertinent laws dictate.

8. Under DEO's Third Defense, number 13, under the title of 'Affirmative Defenses', the lawyers claim that, "*The complaint fails to set forth reasonable grounds for complaint, as required by R.C. 4905.26.*" This claim is false. O.R.C. 4905.26 legally mandates that,

"Upon complaint in writing against any public utility by any person, firm, or corporation, or upon the initiative or complaint of the public utilities commission, that any rate, fare, charge, toll, rental, schedule, classification, or service, or any joint rate, fare, charge, toll, rental, schedule, classification, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained, and, upon complaint of a public utility as to any matter affecting its own product or service, if it appears that reasonable grounds for complaint are stated, the commission shall fix a time for hearing and shall notify complainants and the public utility thereof. The notice shall be served not less than fifteen days before hearing and shall state the matters complained of. The commission may adjourn such hearing from time to time."

I ('any person') rightfully claim and assert that 'upon the initiative or complaint of the public utilities commission, that any rate, fare, charge service has been unjust, unreasonable, and in violation of law and that the regulations, measurements and practice affecting or relating to this service furnished by the public utility (Dominion East Ohio), or in connection with service, is or will be, inadequate, that reasonable grounds are

established and grounds for complaint are stated. Thus, 'the commission shall fix a time for hearing and shall notify complaints and the public utility thereof.' As such, my request for a hearing is valid and remains intact and should not be dismissed as requested by the Respondent. I request, however, a motion for continuance, the reasons for which I will detail in the Conclusion of this Motion/document.

9. **Under DEO's Fourth Defense, number 14, under the title of 'Affirmative Defenses',** the lawyers claim that "*The complaint does not set forth a claim for which relief may be granted.*" This statement is true. I have not provided a request or claim for an exact dollar amount as this request was/is predicated partially upon the completion of a meter-test. These legal complaint processes that I have initiated with the PUCO and Dominion stalled on my side, not from negligence or contempt for proceedings, but due to other mitigating and litigating circumstances. And also due to the fact that until a few days ago, I have not received written notification from either party, only two phone calls – one in November 2017 and another from Kerry Sheets in 2018. On May 26, 2018, I received correspondence on May 26, 2018, from Whitt Sturtevant LLP dated 5/15/2018 (Motion to Dismiss) and the court order from the PUCO dated 5/16/2018.

III. CONCLUSION

I respectfully request to the Public Utilities Commission of Ohio to grant a Motion for Continuance of the telephonic conference scheduled for June 5, 2018, based on the following grounds and circumstances: 1) As stated throughout this Motion, I have not received correspondence from either party since September 2017, only the phone calls that I detailed in the preceding paragraph. The Phoenix, Arizona address is correct,

which is also provided at the end of this document. I have never had a P.O. Box with the number 185958, which is listed on the Certificate of Service issued by Rebekah J. Glover, Attorney for East Ohio Gas Company. It is not the address that I provided to Dominion upon terminating my gas service from the 5918 Maplewood Road unit, which is the location of the meter and service in question; 3) Upon receiving the correspondence on May 26, 2018, from Whitt Sturtevant LLP dated 5/15/2018 (Motion to Dismiss) and the court order from the PUCO dated 5/16/2018, I googled the PUCO's Docketing Information System that Kerry Sheets cites on the final page of her court order. I was able to access the website and Docketing Information System to obtain and print all of the related documents pertaining to this case and docket. As a result of these documents and findings, I composed this Motion for Continuance. While I now have these documents, most of which I have never received (i.e., the documents issued by the PUCO and Dominion – I obviously have my own correspondence), I do not currently have access to any of my files and records as I have been separated from them due to other unrelated litigation issues. Specifically, for the purpose of this case, my file of bills for Dominion East Ohio, for which my legal complaints to the PUCO are predicated upon. I need these documents to finalize and formulate a claim for which relief may be granted.

Also, in the Respondent's Motion to Dismiss dated 5/15/2018, they state under *I. INTRODUCTION*, that, "counsel from DEO was informed by a relative of Ms. Dahl that she no longer resided in Ohio, but had moved to Arizona. In early October, DEO received full payment for the amount in dispute." I did not make this payment, nor was I aware that any payment had been made to Dominion on my behalf. I specifically had not made

the payment due to these pending circumstances and legal complaints to the PUCO. Also, my mother, who also resided on the premises, but in a different unit and on a different gas line, stated to me this morning (5/28/2018) that she did not make this payment. I contacted Whitt Sturtevant LLP via e-mail yesterday (5/27/2018) inquiring as to who they spoke with and by what communication means, but have not received a response from the law firm regarding this inquiry. No family member of mine would have provided any of that information to either party involved – i.e. the PUCO or Dominion.

Due to these circumstances I respectfully request from the Public Utilities Commission of Ohio a Motion for Continuance for the telephonic conference scheduled for June 5, 2018 at 1:30 P.M. Eastern-Standard time.

Dated: May 28, 2018

Respectfully,

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