

# Confidential Release

**Case Number: 15-298-GE-CSS**

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**Document Description: Deposition of Mitchell A Carmosino**

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*On Behalf Of:* Ohio Consumers' Counsel

*Summary of Document:* Deposition Transcript of Mitchell A. Carmosino

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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of the :  
 Complaint of Jeffrey Pitzer, :  
 :  
 Complainant, :  
 :  
 vs. : Case No. 15-298-GE-CSS  
 :  
 Duke Energy Ohio, Inc., :  
 :  
 Respondent. :

- - -

DEPOSITION - CONFIDENTIAL PORTION

of Mitchell A. Carmosino, taken before me, Carolyn D.  
 Ross, Registered Professional Reporter, and a Notary  
 Public in and for the State of Ohio, at the offices  
 of Eberly, McMahon, Copetas, LLC, 2321 Kemper Lane,  
 Ste. 100, Cincinnati, Ohio, on Friday, January 8,  
 2016, at 1:00 p.m.

- - -

PUBLIC UTILITIES COMMISSION OF OHIO  
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 FILED

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)

1 APPEARANCES:

2 Droder & Miller Co., LPA  
3 By Donald A. Lane, Esq. (Via speakerphone)  
4 125 West Central Parkway  
5 Cincinnati, Ohio 45206

6 On behalf of the Complainant.

7 Bruce J. Weston  
8 Ohio Consumers' Counsel  
9 By Terry L. Etter, Esq. (Via speakerphone)  
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11 10 West Broad Street, Ste. 1800  
12 Columbus, Ohio 43215-3485

13 Carpenter, Lipps & Leland, LLP  
14 By Kimberly W. Bojko, Esq. (Via speakerphone)  
15 280 North High Street, Ste. 1300  
16 Columbus, Ohio 43215

17 On behalf of the Ohio Consumers'  
18 Counsel.

19 Duke Energy Ohio  
20 By Amy B. Spiller, Esq.  
21 139 East Fourth Street  
22 Cincinnati, Ohio 45202

23 Eberly, McMahon, Copetas, LLC  
24 By Robert A. McMahon, Esq.  
25 2321 Kemper Lane, Ste. 100  
Cincinnati, Ohio 45206

On behalf of the Respondent.

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1 (Confidential Portion Starts)

2 - - -

3 EXAMINATION

4 BY MS. BOJKO:

5 Q. Mr. Carmosino, in your testimony -- in  
6 the confidential version of your testimony as it is  
7 redacted in the public version of your testimony, you  
8 state that it is a Duke policy to not disconnect  
9 customers who have arrears on the account equal to --  
10 actually, strike that. Let me start again.

11 You state in your testimony that it is a  
12 Duke policy that you will not disconnect a customer  
13 who has an arrears on their account less than \$100;  
14 is that correct?

15 MR. McMAHON: Counsel, are you referring  
16 to a specific page and line number?

17 MR. LANE: Yeah. I was just going to  
18 ask the same thing. Are you on Page 5, starting at  
19 Line 18?

20 MS. BOJKO: Actually I was on -- it's  
21 kind of a generic question, but it is on Page 4,  
22 Lines 6 and 7, and, yes, it's on Page 5 of his  
23 testimony as well.

24 MR. LANE: Thank you.

25 MR. McMAHON: Just to be clear for the

1 record, the only version of Mr. Carmosino's testimony  
2 in front of him today and which has been marked as  
3 OCC Deposition Exhibit 1 is the public version of the  
4 testimony.

5 MS. BOJKO: Okay. I don't need to  
6 mark -- well, I did already mark it, but he doesn't  
7 need to have his testimony in front of him to answer  
8 this question.

9 MR. McMAHON: Okay.

10 THE WITNESS: All right.

11 MR. McMAHON: If you can answer, go  
12 ahead.

13 THE WITNESS: Can you repeat the  
14 question?

15 MS. BOJKO: Could I have it reread,  
16 please?

17 (Record read back as requested.)

18 THE WITNESS: Yes.

19 BY MS. BOJKO:

20 Q. And that policy applies to both electric  
21 and natural gas accounts?

22 A. It applies to every account, yes.

23 Q. And on Page 5 of your testimony, you  
24 state that the company, however, did not immediately  
25 pursue disconnection of all delinquent accounts. And

1 with this statement, you're referencing that the  
2 company does not pursue delinquent accounts that do  
3 not meet or exceed the \$100 threshold; is that  
4 correct?

5 MR. McMAHON: Counsel, are you referring  
6 to the redacted portion on Page 5?

7 MS. BOJKO: Yes. That's why we're in a  
8 confidential session.

9 MR. McMAHON: Well, I understand. But  
10 the witness cannot read whatever you're reading from,  
11 and he has no idea to confirm that you're reading  
12 anything accurately. So it's a little bit difficult  
13 for him to answer a question when you're asking him  
14 to confirm that you're reading something correctly.

15 MS. BOJKO: I didn't ask him to confirm.  
16 I asked him if that was the policy of Duke and  
17 whether he made that statement in his testimony, that  
18 the reason they would not immediately pursue  
19 disconnection of all delinquent accounts was due to  
20 the \$100 threshold requirement.

21 THE WITNESS: That is a reason we would  
22 not, yes.

23 BY MS. BOJKO:

24 Q. Are there other reasons you would not  
25 immediately pursue the disconnection of all

1 delinquent accounts?

2 A. Yes. If a customer, in Duke's term, had  
3 a good pay history, we would first give them a  
4 reminder message, even though they're technically  
5 eligible for disconnection, we would provide them a  
6 bill that says, "Hey, did you" -- and I'm  
7 paraphrasing so, you know, "Did you forget to pay  
8 your bill?" It is a reminder message.

9 Q. Okay. So as I understand it now that  
10 they are -- there are what you would call two  
11 exceptions to disconnecting a customer who was  
12 delinquent; the one being whether their arrears was  
13 under \$100, and the second being whether they were a  
14 good -- what you called whether they had a good pay  
15 history; is that correct?

16 A. Those are two reasons, yes.

17 Q. Are there more reasons?

18 A. No. Every account -- I mean, with those  
19 exceptions, right, that would be the exceptions.

20 Q. I'm sorry. Yeah. Is there a third  
21 exception? Are there more exceptions?

22 A. Not that I can think of right now, no.

23 Q. Okay. Thank you. And in your testimony  
24 when you're discussing the \$100 threshold exception,  
25 you use the term 30-day arrears. Could you define



1       what 30-day arrears means to you?

2               A.    Yeah.  Past due bucket, if you will,  
3       it's what we consider your past due amount that is,  
4       you know, in a 30-day arrearage bucket.

5               Q.    So if I may paraphrase, so you believe  
6       that this arrears means -- the 30-day arrears means  
7       any amount that has been past due for 30 days?

8               A.    No.  It's past due, it's past the due  
9       date.  It's not necessarily 30 days past due.  Past  
10      due -- you have a due date.  Once it becomes past  
11      due, we consider it delinquent.

12              Q.    Okay.  So then what would -- so what  
13      would -- 30-day arrears means that the -- I'm trying  
14      to understand your explanation of a 30-day arrearage  
15      bucket, and then your explanation to me just now that  
16      if it's one day past the due date it's delinquent.

17              A.    If a customer --

18              Q.    What does the 30 days refer to then?

19              A.    The bucket of the arrearages.  So you  
20      have a due date of a bill, right, and then you don't  
21      pay.  So then you kind of bill again and that becomes  
22      past due, and we consider that in the 30-day  
23      arrearage bucket.

24              Q.    Because you're assuming that it -- the  
25      next bill would not be produced for 30 days?

1 MR. McMAHON: Objection to form.

2 THE WITNESS: Bills can be produced  
3 anywhere between 27 days and I think 32.

4 BY MS. BOJKO:

5 Q. So is that a yes, that that's what  
6 you're generically calling 30 days, 30-day arrears?

7 A. Is when the bill becomes past due, yes.

8 Q. And does good pay history mean the same  
9 thing as good credit status?

10 A. Yes.

11 Q. And when you use those two terms, good  
12 pay history and good credit status, what period of  
13 time are you referring to with regard to their good  
14 pay history or good pay status?

15 A. Twelve months, previous 12 months.

16 Q. So in your opinion, the Easterlings had  
17 a good payment history for over 12 months; is that  
18 correct?

19 MR. McMAHON: As of what point in time?

20 THE WITNESS: Right.

21 MS. BOJKO: As of the September 2011  
22 bill.

23 THE WITNESS: No. As of the August --  
24 the August bill, they were a good pay. So when they  
25 got their bill in September, they were still

1 considered good pay; so they became reminder message  
2 at that point because they missed it and they were  
3 good pay during their August bill. So during  
4 September, they now become a reminder notice.

5 BY MS. BOJKO:

6 Q. And under that situation, when could a  
7 customer get back into a good pay status?

8 A. So after the reminder message if a  
9 customer pays that bill, they would then again have  
10 to pay -- be a good pay customer for 12 months before  
11 they would go back to what we consider a good pay.

12 Q. So even if a customer missed a due date  
13 by one day, they would have to be on time for the  
14 subsequent 12 months in order to get back into a good  
15 pay history --

16 A. Yes.

17 Q. -- status?

18 A. That is true.

19 Q. So it's your understanding as of the  
20 August bill the Easterlings had not missed a payment  
21 or were not late on a bill for the preceding 12  
22 months?

23 A. I don't have all of their bill details  
24 in front of me, but based upon what I see on their  
25 September bill I have every reason to believe that

1 they met the criteria to be considered a good pay  
2 customer. And I do think we allow them to be late  
3 two times, but --

4 Q. I'm sorry, did you say two?

5 A. Yes.

6 Q. And just so I'm clear, you deem the  
7 entire Attachment MAC-6 to be confidential; is that  
8 correct?

9 A. Unfortunately I don't have it in front  
10 of me, so I don't remember exactly what it is.

11 Q. Good point. Sorry. I guess your  
12 counsel can answer.

13 MS. BOJKO: I'm assuming that it's being  
14 confidential, that any CMS record on the account  
15 you're deeming to be confidential; is that correct?

16 MR. McMAHON: That's correct.

17 BY MS. BOJKO:

18 Q. Okay. And, Mr. Carmosino, you stated  
19 that you did review the CMS related to the -- the CMS  
20 documents related to this account; is that correct?

21 A. For what time period?

22 Q. Well, I'm sorry, I guess I'm referring  
23 to September, October -- August, September, October,  
24 November for this account for 2011.

25 A. Yes, yes.

1 Q. Okay. And did you review those in  
2 preparation of this case, or would you have had the  
3 opportunity to review them back in -- in 2011?

4 A. I did not review them in 2011. It would  
5 have been in preparation of this case.

6 Q. And would you have reviewed the account  
7 in totality or only the three documents from CMS that  
8 you attached to your testimony?

9 A. I don't really know what you mean by  
10 "totality." I would have reviewed the account as it  
11 pertains to the disconnection process.

12 Q. Okay. Well, I guess I'm just asking,  
13 you attached three screenshots to your testimony as  
14 Attachment MAC-6. Would there have been additional  
15 screenshots or would this include all of the  
16 information related to the account?

17 A. I did not review all the information  
18 related to the account; so I would not have included  
19 that in my information.

20 Q. I'm sorry, did you end your statement  
21 with "I would not have included," included? It  
22 seemed to cut off.

23 A. I said that I only included the part  
24 that was pertinent to my testimony. I would not have  
25 included everything.

1 Q. Okay. Did you review everything?

2 That's what I was asking.

3 A. No.

4 Q. I'm sorry, did you answer my question,  
5 because it didn't come through?

6 A. Yeah. I said no.

7 Q. Oh, okay. Thank you. I'm sorry.  
8 Sometimes your yeses and nos just -- they just don't  
9 occur through the phone. I apologize.

10 That is all I have for the confidential.

11 Thank you so much, Mr. Carmosino, for your time.

12 MR. LANE: I have nothing further.

13 MR. McMAHON: We reserve signature.

14 MS. BOJKO: This concludes the  
15 deposition. We can go off the record.

16 (Thereupon, the deposition concluded  
17 at 3:36 p.m. Signature not waived.)

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CERTIFICATE

State of Ohio :  
: SS:  
County of Muskingum :

I, Carolyn D. Ross, Registered Professional Reporter and Notary Public in and for the State of Ohio, duly commissioned and qualified, certify that the within named Mitchell A. Carmosino was by me duly sworn to testify to the whole truth in the cause aforesaid; that the testimony was taken down by me in stenotype in the presence of said witness, afterwards transcribed upon a computer; that the foregoing is a true and correct transcript of the testimony given by said witness taken at the time and place in the foregoing caption specified and completed without adjournment.

I certify that I am not a relative, employee, or attorney of any of the parties hereto, or of any attorney or counsel employed by the parties, or financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Columbus, Ohio, on this 11th day of January, 2016.

---

Carolyn D. Ross,  
Registered Professional  
Reporter and Notary  
Public in and for the  
State of Ohio.

My commission expires April 3, 2019.

(CDR-79985)

**This foregoing document was electronically filed with the Public Utilities**

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**Case No(s). 15-0298-GE-CSS**

Summary: Confidential Release Document - Deposition of Mitchell A Carmosino electronically filed by Docketing Staff on behalf of Docketing