

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

NIKITA STEWART,)	
)	
Complainant,)	
)	
v.)	Case No. 19-1107-GA-CSS
)	
THE EAST OHIO GAS COMPANY D/B/A)	
DOMINION ENERGY OHIO,)	
)	
Respondent.)	

ANSWER

In accordance with Ohio Adm. Code 4901-9-01(D), the Respondent, The East Ohio Gas Company d/b/a Dominion Energy Ohio (DEO or the Company), for its answer to the complaint of Nikita Stewart, states:

FIRST DEFENSE

1. DEO avers that Nikita Stewart was a residential customer receiving natural gas service for account ending 4908 at 4464 Parkton Drive, Warrensville Heights, OH 44128 (the Premises), from July 30, 2018, through February 5, 2019.
2. DEO avers that when service at the Premises was initiated, a balance of \$538.78 was transferred from Ms. Stewart's previous account for service at 21230 Tracy Avenue, Euclid, OH 44123.
3. DEO is without sufficient information or knowledge to admit or deny whether and what particular appliances were in use at the Premises between July 2018 and January 2019. DEO avers that the meter readings during this time indicated usage in line with previous years at the Premises.

4. DEO avers that on January 22, 2019, Ms. Stewart contacted DEO customer service to schedule a turn-off appointment for January 28, and further avers that on January 24, Ms. Stewart called to reschedule the appointment for January 30.

5. DEO avers that during these calls Ms. Stewart was advised that if access was not available to the meter then DEO would attempt to turn off service at the curb box but that DEO could not guarantee disconnection at the curb would be successful.

6. DEO avers that on January 25, a representative called Ms. Stewart to request an extension of the turn-off appointment due to extreme cold temperatures, and further avers that Ms. Stewart declined and that the appointment remained scheduled for January 30.

7. DEO avers that Ms. Stewart contacted customer service multiple times on January 28 questioning why DEO had requested to extend the turn-off appointment, and further avers that later that day a representative left Ms. Stewart a message stating that the appointment did not need to be rescheduled.

8. DEO avers that on January 29 and 30, Ms. Stewart contacted customer service and requested that the turn-off appointment be rescheduled for February 1.

9. DEO avers that on February 1, a technician visited the Premises and attempted to turn off service at the curb box, but was unable to locate the box because the ground was frozen.

10. DEO avers that historical records indicate that temperatures were between 8 and 19 degrees Fahrenheit in the area of the Premises on February 1, 2019.

11. DEO avers that to its knowledge no technician spoke with Ms. Stewart at or near the Premises on February 1.

12. DEO avers that on February 4, a technician visited the Premises and attempted to turn off service at the curb but was unable to locate the curb box due to snow and ice.

13. DEO avers that on February 4, Ms. Stewart contacted customer service and was advised that a technician would return the next day to turn off service and that the account end date could be adjusted back to February 1.

14. DEO avers that on February 5, service to the Premises was turned off at the curb box, and further avers that Ms. Stewart contacted customer service and was advised that service had been turned off that day.

15. DEO avers that as of February 5, 2019, a balance of \$665.65 was transferred to Ms. Stewart's current account, ending 2949, for service at 3930 East 177th Street, Cleveland, Ohio 44128.

16. DEO avers that on February 25, a bill issued for Ms. Stewart's account ending 2949 in the amount of \$806.60, which includes the balance transferred from account ending 4908 and usage charges of \$140.95.

17. DEO avers that between March 12 and April 9, Ms. Stewart contacted customer service several times to inquire about her account balance and request the adjustment to the end date for service at the Premises. DEO further avers that in preparing this Answer, it determined that due to an inadvertent administrative error, the adjustment was not made. DEO further avers that it has credited Ms. Stewart's account in the amount of \$34.68, which reflects usage associated with the adjustment of the end date from February 5 to February 1.

18. DEO avers that since Ms. Stewart's February 25 bill for account ending 2949, she has accrued \$247.54 in current charges and has made one payment of \$101.00. DEO further avers that as of May 24, Ms. Stewart's account balance, including past due charges and including the end-date adjustment described above, is \$918.46.

19. DEO denies that any of its employees acted dishonestly in any interactions with Ms. Stewart or in providing service to the Premises.

20. DEO is without sufficient knowledge or information to admit or deny the remaining allegations in the complaint, and generally denies any allegations not specifically admitted or denied in this Answer in accordance with Ohio Adm. Code 4901-9-01(D). DEO neither attests nor concedes to the authenticity of any document attached to the Complaint.

AFFIRMATIVE DEFENSES

SECOND DEFENSE

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

THIRD DEFENSE

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

FOURTH DEFENSE

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

FIFTH DEFENSE

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

SIXTH DEFENSE

25. DEO avers that the complaint is barred by laches, waiver, and estoppel.

SEVENTH DEFENSE

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

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

Dated: June 13, 2019

Respectfully submitted,

/s/ Christopher T. Kennedy

Mark A. Whitt (0067996)

Christopher T. Kennedy (0075228)

Rebekah J. Glover (0088798)

WHITT STURTEVANT LLP

The KeyBank Building, Suite 1590

88 East Broad Street

Columbus, Ohio 43215

Telephone: (614) 224-3946

Facsimile: (614) 224-3960

whitt@whitt-sturtevant.com

kennedy@whitt-sturtevant.com

glover@whitt-sturtevant.com

Andrew J. Campbell

DOMINION ENERGY, INC.

21 East State Street, Suite 911

Columbus, Ohio 43215

Telephone: 614.901.1777

andrew.j.campbell@dominionenergy.com

(Counsel willing to accept service by email)

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

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served by mail to the following persons this 13th day of June, 2019:

Nikita Stewart
3930 E 177th Street
Cleveland, Ohio 44128

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

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/13/2019 1:55:59 PM

in

Case No(s). 19-1107-GA-CSS

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