

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Gary Logan)	
9463 Hunters Creek Drive)	
Cincinnati, Ohio 45242)	
)	
Complainant,)	
)	
And)	Case No. 21-178-EL-CSS
)	
Gary Logan)	
4539 Montgomery Road)	
Cincinnati, Ohio 45212)	
)	
v.)	
)	
Duke Energy Ohio, Inc.)	
)	
Respondent.)	

ANSWER OF DUKE ENERGY OHIO, INC.

For its Answer to the Complaint of Gary Logan (Complainant), Duke Energy Ohio, Inc., (Duke Energy Ohio or Respondent or the Company) states as follows:

1. The Complaint is not in a form allowing for specific admission or denial as to individual allegations. Accordingly, Duke Energy Ohio generally denies the allegations set out in the Complaint.
2. Statements regarding general procedures for the Public Utilities Commission of Ohio (Commission) are not allegations to which a response is required.
3. Statements regarding requested relief are not allegations to which a response is required.

4. In response to Complainant's allegation on the first page of the Complaint that he managed his family's building at 4539 Montgomery Road (Building), the allegation does not provide a time frame and is too vague and ambiguous to permit a response. Accordingly, Duke Energy Ohio denies this allegation. Answering further, Duke Energy Ohio admits that during the period of May 28, 2019 to June 27, 2019, electric service to Apartment #1 in the Building was in Complainant's name. Answering further, Duke Energy Ohio admits that, during the years 2019 and 2020, electric service to Apartment #2 in the Building was not in Complainant's name at any point. Answering further, Duke Energy Ohio admits that during the period of June 17, 2019 to December 3, 2019, electric service to Apartment #3 in the Building was in Complainant's name. Duke Energy Ohio admits that during the period of August 14, 2018 to February 6, 2019, electric service to Apartment #4 in the Building was in Complainant's name. Answering further, Duke Energy Ohio admits that during the period of September 15, 2017 to March 17, 2020, the four previously mentioned apartments in the Building were subject to an automatic landlord agreement with the Complainant as the landlord.

5. In response to Complainant's allegations on the first page of the Complaint that his family sold the Building in December 2018, that he "had auto-landlord on all the units," and that he "forgot about the auto landlord agreement until the new owner tried to get new service," the allegations are too vague and ambiguous to permit a response and/or Duke Energy Ohio lacks sufficient information to form a belief as to the truth of these allegations. Therefore, Duke Energy Ohio denies these allegations. Answering further, Duke Energy Ohio refers to its admissions in Paragraph 4 of this Answer.

6. In response to Complainant's allegation on the first page of the Complaint that he "sent a fax . . . to remove the auto landlord agreement on all units" on April 1, 2019, the

Company denies this allegation. Answering further, the Company has reviewed both of the two phone numbers on the “Fax Activity Log” attached by Complainant to his Complaint for April 1, 2019, and states that neither of these two phone numbers belong to offices of the Company.¹ Answering further, the Company observes that the attached “Fax Activity Log” appears to depict that a 1-page fax was transmitted to the Company’s landlord desk number on June 28, 2019. Answering further, the Company is unable to verify the authenticity of Complainant’s attachment and has, to date, not been able to locate any internal records to confirm receipt of a fax from Complainant on June 28, 2019, by the landlord desk or the contents of any such possible fax.

7. In response to Complainant’s allegation on the first page of the Complaint that “All the units were removed from the auto landlord agreement except apartment number 3 Account number [number],” the allegation is too vague and ambiguous to permit a response in part because no time frame is given. Accordingly, the Company denies this allegation. Answering further, the Company refers to its admissions in Paragraph 4 of this Answer.

8. In response to Complainant’s allegations on the first page of the Complaint in the paragraph beginning with “2 months after I sent,” the allegations are too vague and ambiguous to permit a response. Answering further, the Company admits that charges accrued for service to Apartment #3 in the Building for the period of June 17, 2019 to December 3, 2019, were added to Complainant’s account at 9463 Hunters Creek Drive.

9. In response to Complainant’s remaining allegations, the allegations are too vague and ambiguous to permit a response, are not in a form allowing for specific admission or denial

¹ See Complaint, p. 2 of 8. The two phone numbers listed under April 1, 2019, are (513) 791-2151 and (513) 437-0571. An online search indicates that these fax numbers belong to medical providers. See <http://www.cincinnatikidneydocs.com/> and <https://funendo.com/contact/> respectively.

as to individual allegation, and/or are requests for relief not requiring a response. Accordingly, the Company denies these remaining allegations.

10. Duke Energy Ohio denies each and every allegation of fact and conclusion of law not expressly admitted herein.

AFFIRMATIVE DEFENSES

1. The Complainant does not assert any allegations of fact that would give rise to a cognizable claim against Duke Energy Ohio.

2. Duke Energy Ohio asserts as an affirmative defense that pursuant to R.C. 4905.26 and O.A.C. 4901-9-01-(B)(3), Complainant has failed to set forth reasonable grounds for complaint.

3. Duke Energy Ohio asserts as an affirmative defense that Complainant has not stated any request for relief that can be granted by this Commission.

4. Duke Energy Ohio asserts that to the extent Complainant is seeking monetary damages, such relief is beyond the scope of the Commission's jurisdiction.

5. Duke Energy Ohio asserts that to the extent the Complainant is seeking equitable relief, such relief is beyond the scope of the Commission's jurisdiction.

6. Duke Energy Ohio reserves the right to raise additional affirmative defenses or to withdraw any of the foregoing affirmative defenses as may become necessary during the investigation and discovery of this matter.

CONCLUSION

WHEREFORE, having fully answered, Duke Energy Ohio respectfully requests that the Commission dismiss the Complaint of Gary Logan, for failure to set forth reasonable grounds for the Complaint and to deny Complainant's request for relief, if any.

Respectfully submitted,

/s/ Larisa M. Vaysman

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Willing to accept service via email

Attorneys for Respondent Duke Energy Ohio, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer of Duke Energy Ohio, Inc., was served via UPS delivery, this 15th day of March 2021, upon the following:

Gary Logan
9463 Hunters Creek Drive
Cincinnati, Ohio 45242

Gary Logan
4539 Montgomery Road
Cincinnati, Ohio 45212

/s/ Larisa M. Vaysman
Larisa M. Vaysman

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in

Case No(s). 21-0178-EL-CSS

Summary: Answer Answer of Duke Energy Ohio, Inc. electronically filed by Mrs. Tammy M Meyer on behalf of Duke Energy Ohio Inc. and D'Ascenzo, Rocco and Vaysman, Larisa