

Antuan Burrell-El)	
5607 Ebersole Ave)	
Cincinnati, Ohio 45227)	
)	
Complainant,)	Case No. 21-0298-GA-CSS
)	
v.)	
)	
Duke Energy Ohio, Inc.)	
)	
Respondent.)	

For its Answer to the Complaint of Antuan Burrell-El (Complainant), Duke Energy Ohio, Inc., (Duke Energy Ohio or Respondent or the Company) states as follows:

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perform the relocation work and that KS Energy was required to, among other things, turn off gas service to Complainant's residence at 5607 Ebersole Ave, Cincinnati, Ohio, 45227, in order to change service over to the relocated gas line.

5. With regard to the Complainant's allegations of "insurance fraud," "negligence and immoral acts," "defamation of character," "intentional emotional distress," violation of the Fifth Amendment of the Constitution of the United States of America, and violation of Article I of the Ohio Constitution against Duke Energy Ohio, KS Energy, or Gallagher Bassett,¹ Duke Energy Ohio states that the Commission is, pursuant to O.A.C. 4901-9-01-(C)(1) and (2), without jurisdiction to resolve these claims.²

6. 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-(C)(3), Complainant has failed to set forth reasonable grounds for complaint.

¹ Complaint, pp. 5-6.

² See *In the Matter of the Complaint of Evelyn and John Keller v. Ohio Power Company*, Case No. 12-2177-EL-CSS, Opinion and Order, p. 7 (December 2, 2015) ("[T]he Commission's exclusive jurisdiction over service-related matters does not diminish the basic jurisdiction of the court of common pleas in other areas of possible claims against utilities, including pure tort and contract claims.") (internal quotation marks and citation omitted); see also *In the Matter of the Complaint of Anne Eishen v. Columbia Gas of Ohio, Inc.*, Case No. 01-885-GA-CSS, Entry, p. 3 (November 20, 2001) ("[A]ny negligence which Columbia's contractor may have committed in excavating on the street in front of her residence does not fall within this Commission's purview. This complaint appears to be an action at law, not an administrative matter, and should be filed in the civil courts. Further, complainant's claim may not be limited to Columbia, but may also include Columbia's contractor, an entity over which we have no personal jurisdiction. Consequently, this complaint should be dismissed.").

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 asserts that to the extent Complainant is seeking relief against KS Energy and/or insurance carrier "GALLAGHER BASSETT,"³ such relief is, pursuant to O.A.C. 4901-9-01-(C)(2), beyond the scope of the Commission's jurisdiction.⁴

7. Duke Energy Ohio asserts that to the extent Complainant is seeking relief for "insurance fraud," "negligence and immoral acts," "defamation of character," "intentional emotional distress," violation of the Fifth Amendment of the Constitution of the United States of America, violation of Article I of the Ohio Constitution, such relief is, pursuant to O.A.C. 4901-9-01-(C)(1), beyond the scope of the Commission's jurisdiction.⁵

8. 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.

³ See Complaint, p. 2 (naming "Duke Energy and (contractor) KS Energy" as "public utility you are filing a complaint against"); *id.*, p. 7 (claiming that "GALLAGHER BASSETT . . . violated its own policy and Ohio law").

⁴ *In the Matter of the Complaint of Anne Eishen v. Columbia Gas of Ohio, Inc.*, Case No. 01-885-GA-CSS, Entry, p. 3 (November 20, 2001) ("[C]omplainant's claim may not be limited to Columbia, but may also include Columbia's contractor, an entity over which we have no personal jurisdiction.").

⁵ Complaint, pp. 5-6; see also n. 2 *supra*.

CONCLUSION

WHEREFORE, having fully answered, Duke Energy Ohio respectfully requests that the Commission dismiss the Complaint of Antuan Burrell-El, for failure to set forth reasonable grounds for the Complaint, for lack of jurisdiction, and to deny Complainant's requests for relief.

Respectfully submitted,

DUKE ENERGY OHIO, INC.

/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 20th day of April 2021, upon the following:

Antuan Burrese-El
5607 Ebersole Ave
Cincinnati, Ohio 45227

/s/ Larisa M. Vaysman
Larisa M. Vaysman

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in

Case No(s). 21-0298-GA-CSS

Summary: Answer of Duke Energy Ohio, Inc. electronically filed by Carys Cochern on behalf of Duke Energy Ohio, Inc.