

FILE

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Antuan Burrell-EI

Complainant,

v.

DUKE ENERGY OHIO, Inc.

Respondent.

PUCO
2021 MAY -3 PM 3:46
RECEIVED-PUBLIC UTILITIES DIV
Case No. 21-0298-GA-CSS

JUDICIAL NOTICE
Burden of Proof (verified)

notice: Evidence for Public Record

Now comes Antuan Burrell-EI verifying for the Public Record Internal Documentation of correspondence transcript from Duke Energy and the (PUCO) see attachments (A)(B). The Public Utility Duke Energy admitted to (PUCO) the crimes that Duke Energy stated in their answer were false allegations against them with defense of lack of jurisdiction. For the Record Mr. Burrell-EI reserves the right to present these crimes to a higher court for criminal prosecution and civil actions guaranteed by our USA Constitution and Ohio Constitution, Federal laws, and Supreme Court of Ohio laws. These Public Servants shall be held for perjury § 2921.11. Perjury. (A)(B)(C)(D)(E)(F) and jailed for violating their Oath of public service, Bond, and Commercial insurance.

Mr. Burrell-EI strikes down all of the public utility Duke Energy in bad faith responses, defenses and denials. 4901-9-01 of the OAC section (B) The Public Utility Duke Energy defense to this complaint/ claim asserted an answer to the following defenses and assertions and was the option of the public utility complained against, to raise by motion.

- (1) Lack of jurisdiction over the subject matter;
- (2) Lack of jurisdiction over the person;
- (3) Failure to set forth reasonable grounds for complaint; and

According to section (C) The public utility Duke Energy stated in its answer, in short and plain terms, its defenses to each claim asserted denial of the allegations upon which the complainant relies. "Although" 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. If the public utility intends in good faith to deny all of the allegations in the complaint, it may do so by general denial.

The Public Utility Duke Energy generally denied all allegations except those allegations listed in the internal documentation paragraphs that it expressly admits. Mr. Burrell-EI is filing this internal documentation transcript from the (PUCO) as evidence in my hearing

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Technician SKL Date Processed 5.3.21

against the public utility Duke Energy. Unless otherwise ordered by the commission, the legal director, or the attorney examiner assigned to the case, all material allegations in the complaint which are not denied in the answer shall be deemed admitted for purposes of the proceeding. All rights and liberties reserved by United States of North America and Ohio Constitution.

18 U.S.C. §1621 Title 18 U.S.C., Chapter 101 § 2071(b) states the following:

"Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years, or both; and shall forfeit his office and shall be disqualified from holding any office under the United States."

Title 18 U.S.C., Chapter 101 § 2071(b) requires all clerks to record documents for the public. Refusal to record public documents is concealment and is a felony with up to a three (3) year prison sentence. Failure to record my documents will be met with a verified affidavit of criminal complaint. Failure to record my documents is fraud, collusion, Dishonor in commerce, abuse of power, failure to uphold your oath of office, conspiracy, racketeering, etc.

I respectfully, with 'Good Faith', and with Honor, demand free access to the Court by Right, with said access unhindered. By rightful due process, I submit this Common law Right to the public official(s), public agent(s) and or public servant(s).

Notice to Agent(s) is Notice to Principal. The binding 'Official Oath', and 'Oath of Ethics' taken by all present person(s), and any past person(s), formerly holding Public Trust or Public Office; and by virtue of that Trust, are obligated under the Authority of The United States Republic, and by the Supreme Law of the Land, to not abridge; not to Dishonor; but to respect and protect the Substantive Rights, Liberties, and Immunities of the 'People'. The Obligations of all Officials, holding seats of Government, or occupying positions of authority, still stands.

18 USC § 3571 - SENTENCE OF FINE (c) Fines for Organizations. — Except as provided in subsection (e) of this section, an organization that has been found guilty of an offense may be fined not more than the greatest of— (3) for a felony, not more than \$500,000; (4) for a misdemeanor resulting in death, not more than \$500,000; and (7) for an infraction, not more than \$10,000.

(d) Alternative Fine Based on Gain or Loss.— If any person derives pecuniary gain from the offense, or if the offense results in pecuniary loss to a person other than the defendant, the defendant may be fined not more than the greater of twice the gross gain or twice the gross loss

CONCLUSION

WHEREFORE, having fully responded, Antuan Burrese-EI respectfully request that the Commission approve the Complaint/ Claim against Duke Energy, for failure to handle this insurance claim in good faith. Which sets forth reasonable grounds for the Complaint/ Claim, for the PUCO jurisdiction and to have authority to process Complaint/ Claim request for relief. I respectfully pray that the Commission finds Duke Energy and their Contractor KS Energy at fault in fraudulent actions against Complainant and oath to public service. All actions that the laws and codes of Ohio provide shall be implemented in the interests of justice

Respectfully submitted,

Antuan Burrese-EI

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been served via UPS delivery, this 30th day of April 2021, upon the following:

Rocco O. D'Asenzo
Deputy General Counsel
Larissa M. Vaysman (Counsel)
Senior Counsel
Duke Energy Business Services LLC
139 East Fourth Street, 1303-Main
Cincinnati, Ohio 45202
Attorneys for Respondent Duke Energy Ohio, Inc.



ALL RIGHTS RESERVED

Antuan Burrese-EI Sui-Juris
5607 Ebersole Avenue
Cincinnati, Ohio {45227}
(513) 885-7064

Attachment (A)



**Public Utilities
Commission**

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

M. Beth Trombold
Lawrence K. Friedeman
Dennis P. Deters
Daniel R. Conway

March 30, 2021

Antuan Burrese-EI
5607 Ebersole Avenue
Cincinnati, OH 45227

CASE ID: 00664326

Dear Antuan Burrese-EI:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO). Per your request, enclosed is information from your case history report. This information includes the responses from Duke Energy that you requested. I hope this information will be sufficient for your purposes.

Please note that while the case history report contains most of the key information and records about your case, the PUCO likely retains some additional records that are administrative or technical in nature and/or impractical to routinely include as part of the case history report. If you are seeking any information or records maintained by the PUCO related to your case beyond those provided in the case history report, please make a public records request using the information provided at the following link: <https://www.puco.ohio.gov/contact-us/public-records-requests-and-public-records-policy/>. In order to assist you, please also see the following link to the PUCO records retention schedule: <http://apps.das.ohio.gov/rims/SelectMenu/Selection.asp>.

If you require further assistance or have additional questions regarding this matter, please feel free to contact our PUCO Call Center at (800) 686-PUCO (7826) or visit our website at www.PUCO.ohio.gov.

Sincerely,

Alfred Thompson
Customer Service Investigator

Enclosure

Duke Energy responses to PUCO for case 664326

After doing some research we have discovered the following responses:

1. When did Duke Energy first provide notification of the huge project requiring them to replace gas lines on Ebersole Ave.?
 - **This project was a street improvement project sponsored by Columbia Township. The Township notified us in the beginning of 2020 that Duke Energy would be required to relocate their gas facilities to accommodate new street and curb installation. Typically the municipality handle communication for their projects. Duke Energy or our contractor will then notify individual home owners if we have to perform work on their property.**
2. Did Duke contract KS Energy or another contractor to assist with the project?
 - **Duke Energy hired KS Energy to perform the relocation work requested by Columbia Township**
3. Would the contractor be required to do anything at the beginning of the project that would involve them checking gas appliances?
 - **KS Energy was required to replace the gas service to 5607 Ebersole. This replacement involved turning the gas off to the residence in order to switch it over to the new service. It is common practice to relight the appliance after this gas service replacement is complete.**
4. If an appliance is damaged by the contractor while preparing for the project, is Duke involved in ensuring that customer is not held responsible for any occurrences that negatively impacts their utility service?
 - **If an appliance is functioning properly prior to when the relight process takes place, then it is the expectation that our contractor will ensure that the appliance is back in working order. KS Energy had trouble relighting the furnace at this residence, so they took the appropriate steps to have it repaired and verified it was functioning properly when they left the residence.**
5. Has Mr. Burress-El submitted a damage claim to Duke Energy regarding this incident?
 - a. What was the result and why?
 - **A damage claim was submitted to KS Energy to replace the furnace. This claim was denied due to the fact the original furnace was working properly when KS Energy completed the relight. Unfortunately, Mr. Burress has replaced his furnace and we are unable to evaluate the condition of his old furnace.**
6. Did Duke recently send a letter requesting that Mr. Burress-El permit them to come back and make repairs to outside lines and other equipment that the contractor may not have correctly handled previously?
 - **Duke Energy has no record any recent correspondence**
7. What can Mr. Burress-El provide to Duke to assist him in getting this matter resolved as far as having his furnace restored to functioning capacity?

- **Mr. Burress took it upon himself to replace his furnace. We will reach out to Mr. Burress to see if he has any additional documentation to provide around this incident, but it seems as if there is no further action required at this point.**

I have attached copies of his bills since June 2020 and payment history, along with the usage history. His current balance is \$304.97 due 2/15/21. He does not have a disconnect notice.

Please let me know if you need any additional information.

Good Morning Melissa,

I confirmed that the (513) 885-7064 is the correct phone number for Mr. Burress-El.

Alfred,

We're unable to reach him. The phone number he provided is no longer in service. This is the only phone number we have, the one listed on his complaint.

Melissa Coffman

Good Afternoon Melissa,

Have you been in contact with Mr. Burress-El this week re: his concerns?

Thanks,

Alfred