

THE PUBLIC UTILITIES COMMISSION OF OHIO

**IN THE MATTER OF THE COMPLAINT OF
ANTUAN BURRESS-EL,**

COMPLAINANT,

v.

CASE NO. 21-298-GA-CSS

DUKE ENERGY OHIO, INC.,

RESPONDENT.

ENTRY

Entered in the Journal on May 14, 2021

{¶ 1} Pursuant to R.C. 4905.26, the Commission has authority to consider written complaints filed against a public utility by any person or corporation regarding any rate, service, regulation, or practice relating to any service furnished by the public utility that is in any respect unjust, unreasonable, insufficient, or unjustly discriminatory.

{¶ 2} Duke Energy Ohio, Inc. (Duke) is a natural gas company as defined in R.C. 4905.03 and a public utility as defined in R.C. 4905.02, and, as such, is subject to the jurisdiction of this Commission.

{¶ 3} On March 31, 2021, Antuan Burress-El (Mr. Burress-El or Complainant) filed a complaint against Duke in which he alleges that, in early 2020, at the request of Columbia Township, Duke undertook to perform utility work on gas lines near his home. The complaint indicates that Columbia Township advised Mr. Burress-El by letter that, in order for the work to be completed, area residents would need to allow utility access into their homes. The complaint states that Duke notified Complainant that its contractor, KS Energy, would be undertaking the work on Duke's behalf. According to the complaint, KS Energy "was granted access" into Mr. Burress-El's basement on April 1, 2020, and, at that point, turned off his gas. After completion of the utility work on that day, the complaint states that "the gas was back on" and Mr. Burress-El's "hot water heater was working." However,

according to Complainant, “the worker advised that he could not get my furnace to work.” The complaint describes various further steps taken that day by KS Energy to repair the furnace. The complaint indicates that, when the KS Energy workers left that day, one of them stated his belief that “he fixed it because the pilot light finally came on.” However, according to the complaint, the furnace was not turned on that day to validate its working condition. Instead, in his complaint, Mr. Burrell-Ell avers that he never tested the working operation of the furnace until days later, after a seasonal temperature drop occurred, and, on that later occasion, it failed to work. The complaint next describes various attempts made by Mr. Burrell-Ell to file claims with various entities, including Duke and various insurance companies, based on his belief that negligence on the part of Duke and/or its contractor KS Energy caused Complainant to lose use of his furnace through the winter and, as a result, to incur damages for which he should be compensated. Complainant states his belief that he is entitled to, among other things: (a) a new furnace; (b) a refund of the amounts he paid for his increased electricity usage occasioned by his spending winter with no furnace; (c) reimbursement for his purchase of various pieces of equipment he used to stay warm while without use of his furnace; and (d) a new oven to replace the one he overused in order to heat his house. Beyond this, and finally, the complaint names alleged causes of action which Complainant apparently believes the Commission should adjudicate in this case. These include, among other things, fraud, negligence, immoral acts against claimant, breach of oath, defamation, intentional infliction of emotional distress, denial of Constitutional rights, and denial of basic human rights.

{¶ 4} On April 20, 2021, Duke filed its answer, in which it denies all of the complaint’s allegations, asserts its own allegations of fact, and sets forth several affirmative defenses. Among other things, in its answer, Duke states that it did undertake to relocate gas facilities at the request of Columbia Township in the first half of 2020. Answering further, Duke states that it hired KS Energy to perform the relocation work and that KS Energy, in order to change service over to the relocated gas line, was required to, among other things, turn off gas service to Complainant’s residence at the address identified in the

complaint. Duke asserts that, to the extent Complainant is seeking monetary damages, equitable relief, and relief for such things as 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, such relief is beyond the scope of the Commission's jurisdiction.

{¶ 5} The attorney examiner finds that this matter should be scheduled for a settlement teleconference. The purpose of the settlement conference will be to explore the parties' willingness to negotiate a resolution in lieu of an evidentiary hearing. In accordance with Ohio Adm.Code 4901-1-26, any statements made in an attempt to settle this matter without the need for an evidentiary hearing will not generally be admissible to prove liability or invalidity of a claim. An attorney examiner from the Commission's legal department will facilitate the settlement process. However, nothing prohibits any party from initiating settlement negotiations prior to the scheduled settlement teleconference.

{¶ 6} Accordingly, a telephone settlement conference shall be scheduled for June 2, 2021, at 10:00 a.m. To participate in the teleconference, the parties shall dial (614) 721-2972 and conference code 482 801 405#.

{¶ 7} Pursuant to Ohio Adm.Code 4901-1-26(F), the representatives of the public utility shall investigate the issues raised in the complaint prior to the settlement teleconference, and all parties participating the teleconference shall be prepared to discuss settlement of the issues raised and shall have authority to settle those issues.

{¶ 8} As is the case in all Commission complaint proceedings, the complainant has the burden of proving the allegations of the complaint. *Grossman v. Pub. Util. Comm.*, 5 Ohio St.2d 189, 214 N.E.2d 666 (1966).

{¶ 9} It is, therefore,

{¶ 10} ORDERED, That a settlement teleconference be scheduled for June 2, 2021, at 10:00 a.m., as indicated in Paragraph 6. It is, further,

{¶ 11} ORDERED, That a copy of this Entry be served upon all parties of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

/s/Daniel E. Fullin

By: Daniel E. Fullin
Attorney Examiner

JRJ/hac

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/14/2021 2:25:36 PM

in

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

Summary: Attorney Examiner Entry ordering that a settlement teleconference be scheduled for June 2, 2021, at 10:00 a.m., as indicated in Paragraph 6 electronically filed by Heather A Chilcote on behalf of Daniel E. Fullin, Attorney Examiner, Public Utilities Commission of Ohio