

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

## Antuan Burrell-El

**Complainant,**

**V.**

**DUKE ENERGY OHIO, Inc.**

**Respondent.**

**Case No. 21-0298-GA-CSS**

**JUDICIAL NOTICE**

**RESPONSE TO DUKE ENERGY  
MOTION TO DISMISS**

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THE UNIVERSITY OF CHICAGO

**Notice:**

**MOTION TO DEMAND BURDEN OF PROOF FOR VERIFICATION OF RECEIPTS OF CLAIMS MADE BY DUKE ENERGY AND IT'S CONTRACTOR**

**Now comes Antuan Burrell-El a free national citizen of the United States of North America writing my sentiments of mind, body, and soul. I claim that I am not an attorney of the B.A.R. Association. I am a customer of Duke Energy who has been accused of fixing a furnace of a home that does not belong to me. I Mr. Burrell-El am here to verify for the Public Record that I or the homeowner Mr. Herbert Barber during the dates and years of January 2020 thru May 2021, never replaced or had anyone to repair the furnace. Me and my family suffered through the cold winter months during this Pandemic year. Fighting the cold with space heaters 24 hrs a day while my daughter and son attended virtual school from home. In summary, the complainant gave reasonable grounds for complaint filed.**

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### **Discovery**

**What I demand from the parties involved are:**

- 1) verification of receipts in their position of proof of the model numbers of a old and new furnace.**
- 2) I demand proof of a receipt for the faulty part they said they purchased.**
- 3) I demand proof of a receipt for a signed document from KS Energy and Duke Energy between the customer or homeowner for service of completion for the repairs.**
- 4) I demand proof of a work slip that they fixed the furnace before they left and no liability was on the public utility Duke Energy or KS Energy.**
- 5) I demand proof of documentation that a agent came out to verify that the furnace was working properly.**
- 6) I demand proof of verification that a public utilities worker can provide a customer agreement with a replacement faulty part and legally hand it to a customer.**
- 7) I demand proof that a certified agent can supervise a uncertified repair made on a furnace.**
- 8) I demand for the transcripts of communication/ correspondence between Duke Energy and KS Energy.**
- 9) I demand proof of a report filed for customer complaint by the supervisor over the Maphet St. and Ebersole Ave. Ohio Works Project for Columbia Township, Ohio.**
- 10) I demand proof of furnace working before contractor leaving the property at 5607 Ebersole Ave.**
- 11) I demand proof of utility pipeline construction contractor being licensed to do HVAC work.**
- 12) I demand proof of the public safety inspector who inspected this home. Name and badge number, and assessment given over this property at the time of construction.**

**Complainant's response to the Question asked by Duke Energies Memorandum, Does the Public Utility Commission of Ohio have Subject Matter Jurisdiction and Personal Jurisdiction. Yes, to both questions. I like to direct attention to the laws and policies put in place to assure and guarantee the protection of customers and homeowners rights. Also, Duke Energies "BUILDING A SMART ENERGY FUTURE" pamphlet/ brochure titled "EASEMENT". Duke Energy did not possess a easement nor did the city of Columbia Township, Ohio grant Duke Energy an easement into any property within the Ohio Works Project for Columbia Township, Ohio. Duke Energy public service work rendered unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained, and, upon complaint of a public utility as to any matter affecting its own product or service under R.C. 4905.26.**

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**\*The Constitution of the United States of America. Fifth Amendment:** Under the Fifth Amendment to the U.S.A. Constitution, no one can be "deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

**\*The Ohio Constitution: Eminent domain.**

**Article I §19** Private property shall ever be held inviolate, but subservient to the public welfare. When taken in time of war or other public exigency, imperatively requiring its immediate seizure or for the purpose of making or repairing roads, which shall be open to the public, without charge, a compensation shall be made to the owner, in money; and in all other cases, where private property shall be taken for public use, a compensation therefor shall first be made in money, or first secured by a deposit of money; and such compensation shall be assessed by a jury, without deduction for benefits to any property of the owner.

**\*[What is a right of way?**

A right of way is a type of easement or agreement that grants a utility the right to use, access or transit a piece of property. An easement is typically granted by property owners to an electric utility for the purpose of constructing and maintaining power lines and other equipment. Before a power line is built, Duke Energy acquires easements from property owners along the selected route.]

**[WHY ARE EASEMENTS NECESSARY?** Duke Energy needs easements to gain access to and use private and public property (parks, schools, civic centers, etc.) during the construction and maintenance of natural gas pipelines.

**HOW DOES DUKE ENERGY ACQUIRE EASEMENTS?** A Duke Energy representative contacts property owners directly where easements are needed to discuss terms for acquiring access through their land. When terms of the easement agreement are reached, a legal document is drawn up and signed by the owners. The easement is then recorded in the county recorder's office.

**DOES DUKE ENERGY PAY FOR EASEMENTS?** Yes. Easement fees are negotiated between Duke Energy and property owners at fair market values, depending on the size and location of the easement. Duke Energy studies recent sales and values of comparable properties within a reasonable distance of the proposed pipeline to get an idea of the market value of the land. The price of an easement will be less than the market value because Duke Energy will not be buying the property outright, only the right to use it for a specific purpose.

**WILL ALL LANDOWNERS BE PAID THE SAME PRICE FOR THEIR EASEMENTS?** Not necessarily. Duke Energy will make every effort to explain its figures fully and completely and will negotiate in good faith. The actual amount of compensation paid will be based on the specific conditions affecting the value of the property where the easement is located.

**WILL DUKE ENERGY DIG UP MY YARD IN THE EASEMENT AREA?** Yes. The property will be disrupted temporarily during construction of the pipeline. A Duke Energy representative will contact property owners where easements are needed and work with these owners to identify any special concerns, such as replacing fences, trees, or other features. The pipeline installation work will be performed within the easement area or public right of way. Please note there will be temporary road disruptions during the construction and installation of the pipeline.

**WILL MY PROPERTY BE REPAIRED AFTER THE PIPELINE IS INSTALLED?** Yes. Any property disturbed by construction will be restored, as nearly as is practical, to its preconstruction condition. All of this will be discussed in easement negotiations between property owners and Duke Energy.

**HOW OFTEN WOULD DUKE ENERGY NEED TO USE THE EASEMENT AFTER THE PIPELINE IS INSTALLED?** Duke Energy may need to access the easement periodically for inspections and maintenance. We would be responsible for repairing any damage we cause during future work. We will reserve the right to repair or replace the pipeline in the future if necessary.]

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**\*O.R.C. Chpt. 163: Appropriations of property 163.03 Right of entry.** Any agency may, upon the notice prescribed in this section, prior to or subsequent to the filing of a petition pursuant to section 163.05 of the Revised Code, enter upon any lands, waters, and premises for the purpose of making such surveys, soundings, drillings, appraisals, and examinations as are necessary or proper for the purpose of the agency under sections 163.01 to 163.22, inclusive, of the Revised Code, and such entry shall not constitute a trespass. Notice of such proposed entry shall be given to the owner or the person in possession by such means as are reasonably available not less than forty-eight hours nor more than thirty days prior to the date of such entry.

The agency shall make restitution or reimbursement for any actual damage, resulting to such lands, waters, and premises and to improvements or personal property located in, on, along, over, or under such lands, waters, and premises, as a result of such activities. If the parties are unable to agree upon restitution or other settlement, damages are recoverable by civil action to which the state or agency hereby consents. Effective Date: 01-01-1966.

Complainant makes correction of Duke Energies timeline of date that claim process initiated with PUCO. Phone contact made to Public Utility Commission of Ohio was after complainant exhausted all other claims processes with Duke Energy and its contractor KS Energy. PUCO case number for Informal Complaint was 00666402 on February 19, 2021 The case number for Formal Complaint was 00664326 on February 22, 2021 Represented by Alfred Thompson Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator. Also, In response to Duke Energy claims, that the PUCO does not have basic jurisdiction or can not hear pure tort and contract claims. Also, Supreme Court of Ohio applies a two-part test to determine whether the Commission has jurisdiction over a complaint. I answer by citing case law in support of the Public Utility Commission Of Ohio.

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\*In Re: Ohio Supreme Court decision in *DiFranco, et al. v. FirstEnergy Corporation, et al.* (2012), 134 Ohio St. 3d 144, the High Court clarified the test to apply in determining whether common-law tort claims fall within the exclusive jurisdiction of the Public Utilities Commission of Ohio ("PUCO"). In holding that the fraud claims alleged in *DiFranco* were within the exclusive jurisdiction of PUCO, the Ohio Supreme Court applied the two-part test adopted as a result of *Allstate Ins. Co. v. Cleveland Elec. Illum. Co.* (2008), 119 Ohio St. 3d 301.

The Ohio General Assembly enacted Ohio Revised Code Title 49 to regulate the business activities of public utilities, including the regulation of utility service and the fixing of rates. **Ohio Revised Code § 4905.26 confers exclusive jurisdiction on PUCO to adjudicate complaints filed against a public utility and states:**

*Upon complaint in writing against any public utility . . . that any rate, fare, charge, toll, rental, schedule, classification, or service, . . . is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, . . . and, upon complaint of a public utility as to any matter affecting its own product or service, if it appears that reasonable grounds for complaint are stated, the commission shall fix a time for hearing and shall notify complainants and the public utility thereof.*

The Ohio Supreme Court's decision in *DiFranco* is important in that it clarifies the standard to apply in determining whether a claim falls within PUCO's exclusive jurisdiction. The Court noted that it is important to look beyond the form of the claim and focus on the substance of the allegations to determine whether PUCO is better situated to adjudicate the matter. The Court also applied the *Allstate* test to make the necessary determination. The Court recognized that many activities of public utilities may be highly complicated matters that are beyond the expertise of the state courts. The Court's confirms that PUCO is in the best position to regulate and adjudicate the sometimes complicated business activities of public utilities, as it was enacted to do.

**The Public Utility Commission of Ohio has substantial duties for the protection of the Public Welfare and Public Trust and all of its subjects are the Utility suppliers. Statutory laws were put in place for Public safety to protect the customers, homeowners, and lives of millions of people. From corruption, fraudulent practices, negligence, immoral acts, and unconstitutional treatment. The Court of Common Pleas has no jurisdiction over Utility Suppliers, jurisdiction is exclusive to the Public Utilities Commission. Monetary payments or torts are also a form compensation granted by the PUCO. [Senate Bill 162 - 128th General Assembly Title 49, Chapter 4901.02: (A) There is hereby created the public utilities commission of Ohio, by which name the commission may sue and be sued.]**

**\*[Cite as In Re: Complaint of Alberta Hausen v. the Ohio Bell Telephone Company (1984) WL 991550 (Ohio P.U.C.) Case No. 84-776-TP-CSS] The Commission, coming now to consider the above-entitled matter, hereby makes the followings: 1) The subject complaint was filed by Olga Hausen on July 5, 1984 alleging that The Bell Telephone Company (hereinafter Ohio Bell) either recklessly, wantonly, or negligently failed to repair Complainant's Malfunction residential telephone after complainant had reported same and had stressed an urgent need for a properly functioning telephone. The complaint further alleges that as a result of Ohio Bell's failure to repair said telephone. Complainant suffered emotional distress caused by inability to summon assistance for gravely ill family member who was deceased when medical assistance arrived.**

**2) A Motion to Dismiss was filed by Ohio Bell on July 27, 1984 contending that the complaint should be dismissed because it failed to state a claim upon which relief may be granted as required by Section 4905.26, Revised Code, and more specifically, failed to allege that Complainant is either a subscriber or customer of Ohio Bell during any relevant time period set forth in the complaint.**

**3) On August 28, 1984, the Commission issued an Entry in this matter allowing the Complainant an additional fifteen (15) days to either file a response to Ohio Bell Motion to Dismiss or in the alternative to file an amended complaint, if necessary, which correctly listed the name of the subscriber or customer of the telephone service referred to in the subject complaint.**

**5) On September 13, 1984, Counsel for the Complainant filed as Amended Complaint which named Alberta Hausen [sic] as the Complainant and set forth the same allegations as the original complaint.**

**9) In Commission proceedings, the Complainant has the responsibility to appear at the hearing and to present evidence in support of the complaint.**

**10) Any party intending to present direct expert testimony should comply with Rule 4901-1-29 (A) (1) (i), O.A.C., which requires that all such testimony to be offered in this type proceeding be filed and served upon all parties no later than five days prior to the commencement of the hearing.**

**It is, therefore, ORDERED, That this case be set for hearing and legal notice be published in accord with Findings 7 and 8. It is, further, ORDERED, That all parties intending to present direct expert testimony comply with Rule 4901-1-29 (A) (1) (i), O.A.C. It is, further, ORDERED, That copies of this Entry be served upon all parties of record in this case.**

**\*[Cite as In Re: State ex rel. Duke Energy Ohio, Inc. v. Hamilton City. COURT OF COMMON PLEAS. 126 Ohio St.3d 41 (2010) 930 N.E.2d 299, 2010 -Ohio- 2450]** Public utility sought writ of prohibition to prevent the Court of Common Pleas, Hamilton County, and one of its judges from proceeding in a civil case arising from public utility's charge for and threatened termination of service to a residential consumer. {¶ 24} Based on the foregoing, although some of Proposals' claims in the civil action are couched in terms of tort and contract, they are insufficient to confer jurisdiction on the common pleas court because it is manifest that these claims are based upon violations of public-utility laws, which are within the exclusive initial jurisdiction of the commission to determine. The Supreme Court held that complaint by residential consumer was within exclusive jurisdiction of Public Utilities Commission.

**\*The public utilities commission** regulates electric and natural gas companies, local and long distance telephone companies, water and wastewater companies, and rail and trucking companies across the state. **The commission works to ensure that Ohioans have access to adequate, safe, and reliable public utilities at a fair price.** The commission also:

- protects consumers by enforcing relevant rules and laws
- resolves disputes between utilities and customers and between competing utility companies
- **assures the availability of safe and reliable service to all customers**
- provides comparison information to consumers, answers questions, and offers help with utility-related problems
- regulates the rates for utility services when there is no choice in provider

**\*4901:1-13-01 Definitions.** As used in this chapter: (I) "Fraudulent practice" means an intentional misrepresentation or concealment of a material fact that the gas or natural gas company relies on to its detriment. Fraudulent practice does not include tampering or unauthorized reconnection of gas service.

**\*R.C. 4905.03 Public utility company definitions. (D)(E)(F)**

**\*[Cite as In re Complaint of Wingo v. Nationwide Energy Partners, L.L.C., 163 Ohio St.3d 208, 2020-Ohio-5583.]**

{¶ 4} Cynthia Wingo is one such customer. In September 2017, she filed a complaint with the PUCO alleging that as a condition of her apartment lease, she is required to purchase water, sewer, and electric services from NEP.2 She asserted that although "NEP claims to bill residents and tenants at the residential rate charged by the host utility," it does not offer services equivalent to those received by direct customers of the utility. Because NEP is not subject to regulation by the PUCO, she alleged, it does not provide certain benefits and protections that a customer would receive if she contracted directly with a public utility. These include rebates and energy-efficiency measures offered by the host utility, certain emergency-assistance programs for lower-income residents, protections against disconnections, and various other consumer-protection measures.

{¶ 26} Thus, we remand this case for the PUCO to determine whether it has jurisdiction based upon the jurisdictional statute, not the modified Shroyer test. In doing so, the PUCO will need to apply R.C. 4905.03 and determine whether NEP is an "electric light company," "water-works company," or "sewage disposal system company" "in the business of supplying" any of the covered services. Of particular significance in this inquiry are the meanings of the terms "electric light company," "water-works company," and "sewage disposal system company," "in the business of" and "supplying," and the application of those terms to the facts of the case. The application of the relevant legal standards to the facts is one that is best left to the PUCO in the first instance.

IV. Conclusion {¶ 29} For the reasons stated above, we reverse the PUCO's decision dismissing Wingo's complaint and remand the cause for further hearing. Further, we direct the PUCO to apply the jurisdictional statute, not the modified Shroyer test, in assessing its jurisdiction. Order reversed and cause remanded.

**Internal Documentation of correspondence transcript from Duke Energy and the (PUCO). The Public Utility Duke Energy admitted to (PUCO) the crimes that Duke Energy stated in their answer were false allegations against them with false defense of lack of jurisdiction. Mr. Burrell 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) PUCO has jurisdiction over the subject matter;**
- (2) PUCO has jurisdiction over the person;**
- (3) Complainant set forth reasonable grounds for complaint; and**

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**\*Section 4901:1-10-12 - Provision of customer rights and obligations, Ohio Admin. Code 4901:1-10-12 | (A) – (E)**

Each electric utility shall provide to new customers, upon application for service, and existing customers upon request, a written summary of their rights and obligations under this chapter. This written summary shall also be prominently posted on the electric utility's website. The summary shall be in clear and understandable language. Each electric utility shall submit the summary or amendments thereto to the chief of the reliability and service analysis division for review at least sixty calendar days prior to mailing the summary to its customers. For purposes of this rule "new customer" means a customer who opens a new account and has not received the latest version of the customer rights summary. The summary shall include, but not be limited to, the following:

**\*Natural Gas Customers' Bill of Rights | Public Utilities Commission of Ohio**

The Public Utilities Commission of Ohio (PUCO) is the state regulatory agency that has authority over investor-owned public utilities, including local natural gas companies. The PUCO regulates the rates customers pay for natural gas distribution, monitors the market-based rates charged for natural gas supplies and ensures that companies provide quality, safe and reliable natural gas service.

This information summarizes some of the rights and responsibilities you have as a natural gas customer in Ohio, and the rules local natural gas companies with more than 75,000 customers are required to follow. A wide range of issues are addressed, including installation, metering, billing and customer service.



Keep in mind that this is a summary of the rules regarding your rights and does not take their place. For more information, please contact the PUCO or your local natural gas company.

### **Deposit requirements**

When you sign up for new natural gas service, your natural gas company will verify your credit. New customers must meet one or more of the following criteria to establish credit with the company:

- The customer is a property owner or meets the legally-accepted practices to verify credit.
- The customer has had a prior account with the natural gas company for the same class of service within the past two years and, in the prior year of service, did not have a late bill more than twice and did not have service disconnected for nonpayment, fraud or tampering.
- The customer can provide someone with good credit who will pay for up to 60 days of service if they fail to pay their bill.

### **Complaint procedures**

#### **Informal complaints**

If you have a complaint or question about your natural gas service, you should first contact your local natural gas company. The company's address and phone number are listed on your bill.

The company is required to investigate every customer complaint received, and complaints should be resolved within 10 business days. If the company is unable to resolve your complaint within 10 business days, it must provide you with a status report every five business days following the initial period.

If your complaint is not resolved to your satisfaction with the natural gas company, ask to speak to a supervisor. If this still does not help, contact the PUCO consumer call center at (800) 686-PUCO (7826) or register a complaint online. The PUCO will review the rules with you and, if needed, work with you and the company to resolve the problem.

#### **Formal complaints**

If you cannot reach an agreement with your local natural company gas through the PUCO consumer call center, you have the right to file a formal complaint.

Residential customers have the option to represent themselves in a formal complaint proceeding or may hire an attorney. Corporations must be represented by an attorney during the PUCO formal complaint process.

When you file a formal complaint with the PUCO, the company is given the opportunity to respond to the complaint. A settlement conference may be scheduled by the attorney examiner as a final attempt to informally resolve the complaint. If the PUCO determines that reasonable grounds exist for proceeding with your complaint, the PUCO will mail you a notice setting a hearing date and time. The hearing will take place before an attorney examiner at the PUCO offices in Columbus.

A formal hearing is similar to a court hearing, with a court reporter recording the proceedings. You have the responsibility to prove the merits of the complaint. The attorney examiner will consider the testimony and evidence presented and make a recommendation to the PUCO. The PUCO will then review the evidence and make a decision.

**Complaint procedures**

If you have a complaint regarding your natural gas supplier, you should follow the same complaint procedure outlined for local natural gas companies. Contact the supplier to file a complaint; the supplier's address and telephone number should be listed on your natural gas bill. If a service representative is unable to handle the complaint, ask to speak to a supervisor. If this does not help, contact the PUCO at (800) 686-PUCO (7826) for assistance in resolving the complaint.

All rights and liberties reserved by United States of North America and Ohio Constitution.

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**Complainant confirms the correct dates filed for Claim against Duke Energy and KS Energy. Duke Energy continues to make fraudulent statements, enforce negligence and malicious intentions of changing dates and times of claim filed on record with both insurances and the PUCO. Which is a breach of the fiduciary laws and violated the investigation process. A violation of USA & Ohio constitution, Judiciary law, Oath and Affirmation for faithful performance of duties and code of ethics.**

- 1) Email conversation with KS Energies insurance Gallagher Bassett: resolution manager Dereck Fuhrmann from November 5, 2020 - January 20, 2021
- 2) Email conversation with Duke Energies claims manager Sedigwick. Claims representative-liability Marcella R. Northington from November 24, 2020 - November 30, 2020
- 3) Email conversation with Duke Energies representative: Bret Litmer from March 3<sup>rd</sup> via phone contact to March 4, 2021 via email.
- 4) Postal mail service marked December 07, 2020 from Duke Energies claim manager Sedigwick: Claims Management Services: Contact person Beau Keckeisen  
Claimant Name : Antuan Burrese-El  
Client: Duke Energy  
Claim Number: 402011376GB-0001  
Date of Loss: 4/01/2020
- 5) Postal mail service marked February 01, 2021 from Duke Energies insurance Sedigwick: Claims Management Services: Contact person Beau Keckeisen  
Claimant Name : Antuan Burrese  
Client: Duke Energy  
Claim Number: 40210166G9C-0001

Date of Loss: 6/01/2020

Signed sincerely by Rhonda McIntosh

- 6) Postal mail service marked January 20, 2021 from KS Energies insurance Gallagher Bassett (Third Party Administrator): Resolution Manager Dereck Fuhrmann.

Our Claim Number: 009224-001618-GD-01

Our Client: KS Energy, LLC & Artera Services, LLC

Underwriting Co.: AXA XL Insurance Company

Date of Loss/Accident: May 18, 2020

Claimant Name: Antuan Burrell-El

Your Claim Number: N/A

Accident Location: 5607 Ebersole Ave., Cincinnati, Oh

This letter is to advise that we have completed our investigation into your claim against our client, KS Energy, LLC & Artera Services, LLC. We have concluded our investigation with our client and carefully reviewed all information, both gathered and provided. Our investigation revealed the damage to furnace was not caused by negligence of KS Energy (KSE). KSE denies physically replacing the faulty part in the furnace but admits to supplying the thermocouple to the claimant and being there when the homeowner, himself, installed the part. As there was no contact with the part or unit KSE cannot be held liable for the repairs damaging the unit. Furthermore, in our investigation, we have not been able to find any negligence in KSE's work or the KSE's tech's actions. This, combined with other plumbers not wanting to work on the furnace due to its age, points to towards an age / maintenance issue. At this time based upon our review of this claim, we have concluded the damage was not a result of KS Energy's negligence. As such we cannot establish liability with the client and therefore, we respectfully deny your claim. If you have not done so, it is suggested that you report this claim to your own insurance company for their handling. Please be advised that Ohio has a two-year statute of limitations regarding property damages claims. If you have any questions regarding this decision, please contact the undersigned.

Signed sincerely

Dereck Fuhrmann.

**Public documentation (Transcript): Duke Energy Response to PUCO for case 664326**

**After doing some research we have discovered the following responses:**

**1. When Duke energy first provided notification of the huge project requiring them to replace gas lines on Ebersole Avenue?**

This project was a street improvement project sponsored by Columbia Township. The township notified us in the beginning of 2020 that Duke energy will be required to relocate their gas facilities to accommodate new street and curb installation. Typically the municipality handle communication for the project. Duke energy or our contractor will then notify our 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 any appliance is damage 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 Submit it 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 able 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 in 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 restore to function in 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 in June 2020 in payment history along with the usage history history 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 confirm 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**

### **CONCLUSION**

WHEREFORE, having fully responded, Antuan Burress-El respectfully request that the Commission overrule Duke Energies Memorandum and Motion to Dismiss Complaint/ Claim against Duke Energy. This case is in the interest of justice for Dukes lack of liability for a service rendered and failure to handle this claim in good faith. While doing Public works project with Columbia Township, Ohio. 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 request that the Commission honors this response to Duke Energy and their Contractor KS Energy Memorandum and Motion to Dismiss. Duke has violated the Public Trust and all of its Oaths and Affirmation to do its Public duties outside of its private business. Therefore, Duke Energy is not a Sovereign Entity and is required by law to carry Corporate Commercial Insurance. Also, a Public Hazardous Bond is in place by the State of Ohio for

operating under the Public Utility Commission of Ohio as a natural gas supplier and laws and codes of Ohio ensures that companies provide quality, safe and reliable natural gas service.  
Governed by each State within the USA.

Respectfully submitted,

Antuan Burress-El

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been served via UPS delivery, this 8<sup>th</sup> day of February 2022, upon the following:

Rocco O. D'Asenzo  
Deputy General Counsel  
Bob McMahon (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.

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ALL RIGHTS RESERVED

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