FILE

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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PUCO

Clairdy Walker	)	Case No. 22-565-EL-CSS
Complainant,	)	
v.	)	
Duke Energy Ohio, Inc.,	)	
Respondent.	)	

ANSWER OF DUKE ENERGY OHIO, INC.

For its Answer to the Complaint of Mr. Clairdy Walker (Complainant or Mr. Walker), 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. With regard to the Complainant's allegation that he is a customer/consumer of Duke Energy Ohio, Inc., the Company admits that Mr. Walker is a current customer of the Company.

5. With regard to the Complainant's allegation that he consistently submits monthly on time payments to Duke Energy Ohio, the Company admits that Mr. Walker has submitted

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timely and full payments in calendar year 2021, but for one bill, paid July 2, 2021, whereby Mr. Walker, intentionally or unintentionally, paid only $3.00 on a bill that was instead $283.00.

6. With regard to the Complainant's allegation that he has never missed a payment or made a partial payment, the Company admits that regarding calendar year 2021 (the time period in question), Mr. Walker did remit payment for his bills in a timely and full manner, but for the July 2, 2021 payment noted above, where he paid only $3.00 of a bill that was issued for $283.00.

7. Regarding the Complainant's allegation regarding his typical practice following his submittal of his monthly payments, i.e. that he awaits the payment confirmation numbers indicating that payment has been successfully withdrawn from his bank account, the Company lacks sufficient knowledge to confirm or deny this allegation, and therefore denies the same.

8. Regarding the Complainant's allegation that Duke Energy Ohio has stated that he paid only $3.00 on a bill in 2021, particularly the bill paid July 2, 2021, the Company admits this allegation.

9. With regard to the Complainant's allegation that he has attempted to resolve this dispute with the Company without resolution, the Company denies this allegation. The Company has been unable to connect with Mr. Walker to discuss his underlying Complaint, despite trying to reach him throughout September, October, and November 2021. The Company admits that this dispute remains unresolved.

10. With regard to the Complainant's allegation that he has waited for the Company to correct its mistake, Duke Energy Ohio represents that it has requested from Mr. Walker additional information demonstrating that more than the $3.00 registered in Duke Energy Ohio's system was withdrawn from his bank account related to the July 2, 2021 payment in question.

This information would prove extremely useful in resolving the underlying Complaint. The Company has not received that information to date.

11. With regard to the Complainant's listed payment history and confirmation numbers contained in the Complaint, Duke Energy Ohio notes multiple discrepancies between the payment history provided by the Complainant, and the records maintained by Duke Energy Ohio. This includes, *inter alia*, payment amounts identified by the Complainant for the months January, June, July, August, and November 2021.

12. Duke Energy Ohio provides the following payment history and corresponding dates from Duke Energy Ohio's internal system from January 2021 through November 2021. The payment at issue, as raised in the underlying Complaint, is that for July 2, 2021 (highlighted below):

- 11/01/21: $287.31 Confirmation Number: 173730739
- 10/03/21: $287.31 Confirmation Number: 171748834
- 09/07/21: $287.20 Confirmation Number: 169916051
- 08/01/21: $280.00 Confirmation Number: 167239684
- 07/02/21: $3.00 Confirmation Number: 165344634
- 06/01/21: $283.00 Confirmation Number: 163225929
- 05/01/21: $283.00 Confirmation Number: 161228711
- 04/05/21: $283.00 Confirmation Number: 159552220
- 03/02/21: $283.00 Confirmation Number: 157082455
- 02/04/21: $245.00 Confirmation Number: 155220701
- 01/04/21: $245.00 Confirmation Number: 152858475

13. Duke Energy Ohio denies that the Complainant has been mis-charged or over-charged for his electric usage, as generally alleged in the Complaint.

14. Duke Energy Ohio denies any remaining allegations in the Complaint not covered above.

15. 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 at all times relevant to Complainant's claims, Duke Energy Ohio has provided reasonable and adequate service and has billed the Complainant according to all applicable provisions of Title 49 of the Ohio Revised Code and regulations promulgated thereunder, and in accordance with all of Duke Energy Ohio's applicable filed tariffs.

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

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

6. 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.

7. 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 Clairdy Walker, for failure to set forth reasonable grounds for the Complaint and to deny Complainant's requests for relief.

Respectfully submitted,

DUKE ENERGY OHIO, INC.

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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 regular US mail, this 22nd day of June, 2022, upon the following:

Mr. Clairdy Walker
11492 Lincolnshire Drive
Cincinnati, Ohio 45240

/s/ Elyse H. Akhbari
Elyse H. Akhbari

Customer: Clairdy Walker

Telephone Number: 513-646-7690

Address: 11492 Lincolnshire Drive

Cincinnati Ohio 45240

Account Number: 12800114223;

Response to: Answer of Duke Energy Ohio, Inc.

Case No. 22-565-EL-CSS

Response Items:

1. Complaint Clarification: Third Party "Speedpay" contracted by Duke Energy to collect & accept payment from Duke Energy Consumer/ Customer for Service(s) **FAILED**.

2. Unclear position regarding general procedures for the Public Utilities Commission of Ohio (Commission).

3. Requested Relief: Speedpay is an **Option** offered within the Duke Energy System for Energy Customers /User(s) to submit payment(s) via telephone that has **FAILED** Customer Duke Energy to collect &/or apply Full Payment from Clairdy Walker, Energy Consumer/ Customer for July 2nd 2021. Customer Clairdy Walker demands that any &/or all monies collected by Speedpay for the July 2021 period be accepted as full payment.

   Speedpay must explain this disparity as to the negligence leading up to why only a $3.00 payment was applied.

4. Agree: I, Clairdy Walker am a Customer/ Consumer of Duke Energy Ohio, Inc. regarding this complaint.

5. Statement & Partial Agreement: "Explained". I, Clairdy Walker consistently submitted monthly payments on time for the calendar year 2021 **Agree**. I **Vehemently Disagree** that I, Clairdy Walker **DID NEITHER** intentionally &/or unintentionally pay only $3.00 on the bill of $283.00 laid out in the letter.

The company Speedpay an agency charged with collecting & applying Consumer Payments **FAILED** contracted employer Duke Energy.

6. Statement: Reference Item (5) above.

7. Statement: Regarding the Complaint's Allegation of typical practice for payment activity. Duke Energy must request and accept none other than the **ROOT CAUSE & CORRECTIVE ACTION** for this disparaging activity identified in item (3). **Speedpay** is charged with the responsibility to investigate & explain this inconsistency. Speedpay should absorb any & all difference of the situation / condition & remit any & all moneys to resolve the problem /dispute in payment activity identified in item(s) (3&5) above.

8. Dispute this allegation in part &/or whole. Confirmation Number 165344634 given to myself after payment by Speedpay indicated that the $283.00 was successfully withdrawn from my account.

9. Statement: I Clairdy Walker am working through the investigative process suggested by the PUCO of Ohio. This is a two-tier process. Any such ancillary attempts by myself the Consumer in communication aside from Duke Energy admitting that an error was made by themselves &/or Speedpay is counterproductive in resolution. Should Duke Energy arrive at the decision to resolve this situation and hold me the Customer/ Consumer without malice and that relief from this disputed missed &/or under payment is resolved in favor of Clairdy Walker the consumer/customer of the Duke Energy Service. This is the expected outcome from the investigation underway.

10. Regarding to myself and providing additional information in resolution to this matter, it is ultimately incumbent upon Duke Energy to explain why only a $3.00 payment was posted by their accounts receivables department for the month of July 2021. Concern is raised that payments for periods June & July are the same. The possibility that confusion with respect to a missed posted payment entered into this situation. Conformation numbers for months June & July 2021 given to me the consumer by Speedpay indicates that the payment was received should have been applied in total.

11. With regards to payment history the months identified in the Duke Energy response appear to mirror the following &/or proceeding months. For the month of November 2021 there was some confusion with respect to two

remaining digits in the confirmation number. This is academic because it has little &/or no bearing upon the dispute.

12. With respect to other months with exception of July payment this is only raised to confuse the disputed July issue.

13. With respect to Duke Energy denying mis-charging &/or mischarging for electrical usage I, Clairdy Walker am requesting Root Cause & Corrective Action into this situation where only the $3.00 posting was applied. It is definitely apparent that Speedpay had access to my account. This system used by Speedpay & Duke Energy is Faulty. Admitted by Duke Energy that the company is undergoing change &/or a upgrade to the system. Reviews from other Customers confirm problems within the past & present accounts receivable system. This is an ongoing problem for Duke Energy.

14. Consumer acknowledges statement by Duke Energy but is not accepted.

15. This situation is not a conclusion of law. It is a dispute involving a payment.

AFFIRMATIVE DEFENSES asserted by Duke Energy:

1. There is no dispute in accordance with Ohio Revised Code R.C. 4905.26. Service is & was provided for the disputed period.
   With respect to Q.A.C 4901-9-01. I as a Customer/Consumer of the Duke Energy Service am **REQUESTING RELIEF** from the allegation of the July 2021 disputed month.

2. Title 49 of the Revised Code on the surface I, understand as a layman addresses Transportation & appears as to address & covers Energy transportation. Question... How is this relevant? I did & am receiving service to date as of this response submission.

3. Service is at present provided to 11492 Lincolnshire Drive, Cincinnati Ohio, 45240-2229.

4. I, Clairdy Walker Customer/Consumer of the Duke Energy Service am requesting **Total & Complete Relief** from the allegation that I owe a past payment of $283.00 as well as any & all late charges assessed.

5. To the extent of the Commission's authority in & as stated scope of authority, I am requesting an explanation as to this filed dispute in

conjunction with Case No. 22-565-EL-CSS. Also, **Total & Complete Relief** from the disputed July 2021 payment assertion of the past due $283.00 payment amount. I, Clairdy Walker am not seeking monetary damages beyond the alleged past due amount of $283.00.

6. To the extent of equitable relief, it is accepted & understood as to the Commissions jurisdiction stated.

7. I, Clairdy Walker being a long-term Consumer of Duke Energy's services would hope that the Supplier will withdraw from the defense & resolve this situation in the claimant's favor. Also, for Duke Energy to conduct a thorough in-depth Route Cause & Correct Action to prevent such occurrences from being repeated in the future. It is so noted that Duke Energy has stated that they are developing a NEW System to provide better service in so far as payment activity. I have spoken with others whom are yet experiencing same or similar nonconformities after implementing the new system to date.

Respectfully,

Clairdy Walker