

FILE

37

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF]

Hearing Officer
Steven J. Deerwester

THOMAS OWEN MUSTRIC,
PRO SE, ET. AL.]

Complainants,]

COLUMBIA GAS OF OHIO, INC.
ET. AL.]

Respondents]

PUCO

2003 MAR 10 PM 12:00

CASE: 01-2472-GA-CSS

~~INSTITUTE WITH REQUEST FOR LEAVE~~

COMPLAINTS THOMAS MUSTRIC AND MARCELLINA TANUHANDARU
APPLICATION FOR A REHEARING

Now come complainants Thomas Owen Mustric and Marcellina Tanuhandaru with Application for a Rehearing filed March 10, 2003. We enjoin and otherwise supplement Complainant Helen L. Mustric, *pro se*, Application for a Rehearing to argue that Opinion and Order [OO] dated February 5, 2003 failed:

1. To order Columbia to:

- A. To reimburse Helen Mustric's complete equity for \$1115.36; rather to rely on hearsay of Columbia to have paid and its going to pay as misleading as reported to the Commission by Hearing Officer in OO as footnoted No. 6, as Columbia Gas has not in fact made or offered full payment, nor that Complainant need ask for what is not granted.

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2. To consider support of Complainants' overall burden of proof as sufficient,
Hearing Officer failed:

A. To address Helen Mustric and Marcellina Tanuhadaru's grievances of how
Columbia Gas treats its customers **fully** as needed by Complainants and
for needed witnesses squashed, for their case for burden of proof needed
for Commission to form an OO 90% made by Hearing Officer by:

- 1). Hearing Officer to squash the witness from Bermex
Incorporated to appearance (when service perfected) with
Objection by Mustric to verify acceptable hearsay facts.
- 2) Tom Mustric's acceptable hearsay as testimony denied to
confirm facts to report to the Commission as to what
opinion he formed as to what he heard his witness Bermex
president tell him at the time following the incident that the
bill collector had also been a problem for other collection
complaints from Columbia Gas' consumers.
- 3) How at Hearing both women were discriminated to be
ignored at and for their appearances (OO: Page 4 "I will
take appearances") not to be called for appearances or
allowed to present their witness by Hearing Officer (OO:
Page 2).

B. To permit at Hearing for both women Complainants *pro se* to be ignored by
Hearing Officer (OO:P-10) "There has been no objection to that [women only
be a witness—not for appearances]" **served to lead the Respondent's case**

for the Columbia's attorney against rights for due process of Complainants. He ignored Mustric's objection (OO:P-8), when for parties to argue in briefs and reply briefs to be **also** ignored as being the "same filings," as unread, (OO:P2), when all three separate filings differ and not allegedly read.

C. Hearing Officer did deny Tom Mustric's opinion in testimony that was formed as to the state of mind of his witnesses by the bill collector's violations in collection standards as actions by Columbia. Hearing Officer denied Mustric's testimony for his witness' testimony as to what opinion he formed and what that opinion was of what he heard as acceptable hearsay was denied and not fully reported to the Commission; and, by the action of the Squash.

2. The Opinion and Order failed to address any equity of law standards for Complaint for how Columbia Gas treats its customers, to only rely on relevant portions of the Revised Code and the Ohio Administrative Code (O. A. C.):

A. How Columbia Gas treats its customers as being so objectionable as for a basis for Complainant Tom Mustric's application of the Fair Debt Collection Practices Act, 1692 (c) communication limit in connection with debt collection and (d) Harassment and abuse [Section 806 of P. L.] to apply to the bill collector of Columbia Gas Inc. of Ohio's representative collection agency Bermex Incorporated as liability for how Columbia Gas of Ohio Inc. treats their customers. Where the Commission failed to identify such Bermex actions as not acceptable behavior in the extreme not for the full facts to be presented. Bill Collector allegedly saw his collection targets, with Mr. Mustric allegedly seen to leave the premises, to be frustrating to have to go

after a women, a Chinese, pregnant, small, found to speak little or no English (improved at Hearing) seen as "pushover" to put foot in doorway and hand in door frame not reported by Hearing Officer to Commission as not acceptable standards, let alone his violation of limited Federal FDCPA law.

- B. Complainants all argue that the Application for a Re-Hearing should follow timely after OHIO Supreme Court modifies change for jurisdiction within PUCO to apply specific federal law, FAIR DEBT COLLECTION PRACTICES ACT, to how Columbia Gas treats its customers by Congressman DeWine to perfect the Supreme Court of Ohio action, as such jurisdictional law as exists violated Constitutional rights for gas consumers' rights are violated by Respondent Columbia Gas.
- C. Violation of Complainants' due process Ohio and Federal Constitution at Hearing by Hearing Officer to bias defendants on the basis of sex and religion: Wherein it was not acceptable for Hearing Officer following the Hearing to question Complaints as to what religion they were to Complainants Marcellina Tanuhandaru and Tom Mustric, as discriminatory to be prior to Opinion and Order. Hearing Officer biased his report to the Commission not to report testimony and did change facts. His report of the word association to "extort" to be testimony by Complainants is error not in testimony that Complainant charged bill collector to "extort." That term at Hearing was only use by Columbia attorney to describe Tom Mustric's action on Columbia for an alleged claim of "settlement" not to be perfected, when Tom Mustric does not represent Mrs. Mustric and where the amount for settlement was less than

owed Mrs. Mustric to be made whole (see above regarding footnote at OO Footnote No.6).

3. The Hearing Officer failed in Complainants' due process rights to squash the subpoena perfected against Complainants' witness Bermex Inc.'s president for his testimony where verification of acceptable hearsay become fact in support of Opinion to meet its criteria of burden of proof.
 - A. Squash granted at OO Page 6 to objection for review at Brief and Reply Brief.
 - B. Hearing Officer states Columbia Gas has all information and can provide it
(THIS WAS NOT DETERMINED AT HEARING, ONLY IF HEARING OFFICER DISCUSSED CASE WITH RESPONDANT to bias Complainants.
 - C. Columbia Gas in fact failed to show, file, or bring any facts to be on the record at T: Pages: 98, 101, and 104. Squash was based upon Hearing Officer claims that Columbia 1) has all this information, 2) can provide it, 3) independent contractor T: Page 6. Columbia failed at 98,101, 104 to provide anything yet Hearing Officer reports to Commission facts not in proof regarding the gas bill, PIP, and reports and accounts of facts only found in the attorney filings, as if his 90% of the report to Commission was 90% from the attorney's account, in comments at Hearing to attorney, "You know what has to be done" in his off-record comments.
 - D. Is not from Bermex T: 55, "Objection noted. She is not from Bermex. She is from Columbia," by Hearing Officer Deerwester, who claimed Squash on Bermex was "otherwise unnecessary." T: 56, line 12, "She is testifying as to the Columbia-Bermex relationship." "What our concern is how the customers

of Columbia Gas of Ohio are treated and Mrs. Wilson can talk about their relationship..." T: 56, Lines 18-21. Regarding documents, Mrs. Wilson, "No. I did not bring anything." (T: 59). Regarding the complaint, "We did receive an inquiry from the PUCO of your concerns. We notified Bermex as to what occurred and that has been documented on the account." (T: 60). Regarding Bermex, "Bermex is a third-party company that Columbia Gas uses in collection." (T-62). Regarding Bermex, "Bermex is a third-party company that works for Columbia Gas, and they do have guidelines to a point that they do go by, yes." (T: 69).

- E. Mr. Mustric objected to Bermex being squashed by court after service. (T: 72). Regarding the issue of Columbia Gas' liability for the actions of its bill collector, wherein Ohio Revised Code provides that "The act, omission, or failure of any officer, agent, or other person, acting for or employed by a public utility or railroad, while acting within the scope of his employment, is the act or failure of the public utility or railroad." O. R. C. 4905.55. Regarding facts by Respondent's Post-Hearing Brief, P. 8, "Thus, under the appropriate circumstances, it would appear that Columbia Gas could be held responsible for the acts of its independent contractor." (And, in Initial Brief, pages 5-9, argued the law for franchiser-franchisee or principal-agent relationship.)
- F. Commission could not recognize that Marcellina's defensive action in her fear of bill collector not to leave when asked three times, his foot and hand in door, loud language threatening one not "adult of house" to just arrive to America,

no or little English at time of incident, cold March weather as known or should have been known by bill collector saw himself allegedly as victim to have to deal with an Asian, a woman, a small person so he could perfect a collection, when he allegedly knew and saw and was told Mr. Mustric has just left the premises, probably for that reason to be upset and project his frustration for him to have been seen to leave became hostile acts upon Marcellina Tanuhandaru until after he got his bone of promise of payment upon his next target insure his payment by using the same objectionable behavior on Mrs. Mustric as was testified to at Hearing, and ignored in both women's Brief and Reply Brief not to be read by Hearing Officer, despite his claim that he did not write but 90% of the report, but not that sentence.

- G. Hearing Officer also fail to inform that his presentation to Commission could be attended by Complainants to observed as it might serve to protect their rights to observe alleged misconduct matters by taking notes.
- H. Hearing Officer also failed to inform the Commission that **none of the women Complainants were served with the Opinion and Order as ordered.** ignored, and not adequately represented by facts presented at Hearing.
- I. By the hearing's squash after service on Bermex, the Complainants were denied testimony of the unreasonable practices of collection agent as well as testimony from Mr. Mustric that bill collector had been reported by President of Bermex Incorporated to have been an earlier problem of complaints from

customers collected upon by specific bill collector by the Bermex president,
(T: 21) and (17-26).

- J. Complaint Tom Mustric needed all three witnesses to support his burden of proof to include the Bermex president, served, and squashed by Hearing Officer.
- K. Hearing Officer at Squash claimed Bermex an "independent contractor" contradicted at Mustric's Brief and Reply Brief.
- L. Hearing Officer at Squash claimed Columbia's witness to testify to relationships of Columbia Gas and documents and Bermex and documents....no documents were submitted to record.
- M. Hearing Officer failed to present copy of the Motion to Squash to all or any of Complainants, as if was precluded with opposing council for it to come forward since served party did not show as if to know that Hearing Officer would preserve to not allow Complainants to have their day in "hearing." The 10 minute recess was a "for the record" avoidance to potential due process error, already allegedly pre-determined since witness was a no show. Hearing Officer should have found witness in contempt not to show and to allow Mustric why he objected to the squash, when witness needed for fact determination already on the record, not as new discovery.
- N. Hearing Officer failed to summarize to Complainants his call for "off the record" to court reporter allowed following attorney to call himself as witness. There were no words at Hearing by attorney to "proffer." This invention was after the fact to the Commission in the protection of the attorney, and for

Hearing officer's failure to summarize, and to allow cross examination not to summarize, when attorney repeated (pending errata of what may of not been heard as what was recorded).

- O. Transcript fails to accept "errata" from Complainants who have notes that differ with the transcript. Errata was needed to report that Hearing Officer called for appearances to name three, then transcript only reports one appearance as if allegedly briefed by opposing attorney to recorder to the making of the transcript. The recorder failed to recognize appearance of Complainant women at T: 2.
- P. Hearing Officer failed to see merit for Complainant Mustric to address at hearing to explain the need for Bermex president's to verify his statement made to Mr. Mustric as acceptable hearsay regarding the president's account of existing previous complaints on the bill collector by other customers.
- Q. Hearing Officer failed to continue the Hearing or read the Briefs or Reply Brief of Complainants (seen as the same), after the Squash for ruled.
- R. Hearing Officer failed to honor the objection or to hear the objection of Mustric that there was no advance notice of representation by same attorney for Columbia as now for Bermex during hearing as unfair due process.
- S. Hearing Officer failed to honor objection or to hear objection of Mustric that Bermex service being completed should have caused that the Bermex President should have appeared for Hearing Officer as potential witness not to know in advance that Hearing Officer would grant the Squash, unless the case was discussed before hand with the Hearing Officer by attorney. Hearing

Officer failed or could have offered to grant Complainant his needed witness and to find that the Bermex witness was in contempt not to appear as served.

T. Hearing Officer failed allegedly to allow cross exam of Mr. Gallagher, witness. There was no conversation regarding at OO Footnote 2 regarding the word "proffer." In fact attorney continued after "off the record" to continue to say he was witness, again not saying anything about, "proffer."

SUMMARY:

Such errors at Hearing and in report to Commission by Hearing Officer as noted above can only be addressed for the Commission to open the Hearing, to grant Complainants that Commission will grant the "next stage" to modify the Hearing for Complaints application for a re-hearing and to turn around the Opinion and Order to grant 1) Mrs. Mustric full return of her money to be paid in full by Columbia Gas and 2) to recognize that the behavior of the bill collector as outrageous as facts from all witness, but denied women Complainants and for the witness needed from Bermex, not to be acceptable behavior by Columbia Gas on how it treats its customers, to be outside the norm for reasonable minds to accept and so to find such behavior as outrageous so that at least 3) an apology from Bermex be forthcoming or 4) just an acknowledgment that women minority have rights as Asian and as senior citizen despite sex and religion as seen by bill collector, Columbia gas attorney, and Hearing Officer and their rights for procedures by Columbia Gas for adequate service for collection is outside those standards. WHY THEN WOULD THE COMMISSION CALL UPON COLUMBIA TO DEVELOP TRAINING IF NO VIOLATIONS BY COLUMBIA'S PROCEDURES TO COLLECT IN THE EXTREME WERE NOT VIOLATIONS EXCEPT THAT THE


COMPLAINANTS WERE MINORITY CLASS, ELDERLY SENIOR CITIZEN, AND NEW ARRIVAL ASIAN? The facts for Marcellina Tanuhandaru not to be the adult of the house were overwhelming---and by the facts not reported to Commission by Hearing Officer for the foot and hand in the door support the alleged cover-up and complicity of the PUCO process in assessing and assigning fault where it should be assigned on Columbia Gas for how it treats its customers. The gas bill itself is not at question but most of Commission's report from Hearing Officer addressed this area not in the complaint. PUCO should rather address facts that determines by THREE WITNESS (one squashed) as HOW COLUMBIA GAS TREATS ITS CUSTOMERS, RELIES UPON PUCO HEARING OFFICER TO LEAD COLUMBIA TOWARD NON-APPLICATION OF DUE PROCESS NEEDED FOR FAIR HEARING, AND EVEN OUTSIDE THE NON-APPLICATION OF FDCA FEDERAL LAW, ALLOWS COLUMBIA TO CONTINUE ITS ABUSES TO COLLECT ON CITIZENS TOO POOR TO PRODUCE A \$1000 PAYMENT ON DEMAND AS UNREASONABLE AND OUTRAGIOUS BEHAVIOR IN COLD MARCH, LET ALONE TWICE FROM SUCH MEMBERS OF A MINORITY CLASS, NEEDING CLASS ACTION STANDARDS IGNORED IN THEIR BRIEF AND REPLY BRIEFS. WHICH ALLOWS COLUMBIA GAS TO CONTINUE ITS SUCH OUTRAGIOUS BEHAVIOR AS A COST OF DOING BUSINESS WITH LITTLE DOWN SIDE FROM THE INFRASTRUCTURE THAT A PUCO COMMISSION NEEDING OVERSIGHT FOR THIS COMPLAINTS TO RECEIVED STANDARDS OF JUSTICE, AND TO ALLOW COLUMBIA TO CONTINUE ITS ABUSES AS SUBMITTED HEREIN IN PART; AND, PUCO OVERSIGHT TO TRAIN FAIR BALANCED HEARING OFFICERS

NOT TO DENY TESTIMONY TO SQUASH WITNESSES TO PROTECT COLUMBIA FROM SUCH TESTIMONY THAT COMPLAINANTS NEED TO SUFFICIENTLY BUILD THEIR CASE TO STANDARDS THAT OVERWHELMINGLY SHOW ABUSE BY COLUMBIA GAS. FOR ALLOW THE USE OF THE HEARING OFFICERS POWER TO SQUASH IS ONLY PART OF THE ABUSE BY PUCO NOT MONORING THE HEARING OFFICER TRAINING TO BE IN VIOLATION OF DUE PROCESS RIGHTS PROTECTED BY OHIO AND FEDERAL CONSTITUTION LAW, ALONE DISCRIMINATION AGAINST COMPLAINANT WOMEN MINORITY AND COMPLAINANT MUSTRIC FOR HIS ACCEPTABLE HEARSAY, AND BIAS PRESENTED TO THE COMMISSION. THE ULTIMATE INSULT NOT TO SERVE EVEN THE COMPLAINANT WOMEN OF THE OPINION AND ORDER, COMPLAINT AS MERITLESS NEEDS REVERSED IN CONTENT AND PROSEDUCE AND SHOULD TO BE SIGNED BY ALL PARTIES WHO CONSTRUCT SUCH AN OPINION AND ORDER.

Respectfully requested,



Thomas Owen Mustric, PRO SE
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Columbus, Ohio 42315
Telephone: (614) 424-6644



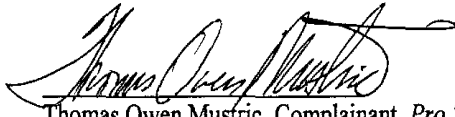
Marcellina Tanuhandaru, PRO SE
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CERTIFICATE OF SERVICE

We Thomas Owen Mustric and Marcellina Tanuhandaru, *pro se*, do hereby certify that I have this 10th day of March 2003 served a copy of the foregoing Application for Rehearing upon the following parties was mailed by US mail or personally delivery to:

Theodore J. Gallagher (Sup. Ct. 0055772)
100 South Third Street
Columbus, Ohio 43215
Fax (614) 227-2390
Telephone: (614) 227-2384
Representative attorney to Respondent Columbia Gas of Ohio Inc. and
Bermex, Incorporated.

Helen Mustric, Complainant *Pro Se*

A handwritten signature in black ink, appearing to read "Thomas Owen Mustric", written in a cursive style.

Thomas Owen Mustric, Complainant, *Pro Se*.

COMPLAINTS
EXHIBIT
No. 1

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of Thomas
Owen Mustric, Marcellina Tanuhandaru,
and Helen Mustric,

Complainants,

v.

Columbia Gas of Ohio, Inc.,

Respondent.

Case No. 01-2472-GA-CSS

OPINION AND ORDER

The Commission, having considered the testimony presented at the hearing in this case and relevant portions of the Revised Code and the Ohio Administrative Code (O.A.C.), hereby issues its Opinion and Order.

APPEARANCES:

Thomas Owen Mustric, 134 East Lincoln Street, Columbus, OH 43215, *Pro Se*.

Marcellina Tanuhandaru, 134 East Lincoln Street, Columbus, OH 43215, *Pro Se*.

Helen L. Mustric, 687 Evening Street, Worthington, OH 43085, *Pro Se*.

Bricker and Eckler, LLP, by Theodore J. Gallagher, 100 South Third Street, Columbus, OH 43215, on behalf of Columbia Gas of Ohio, Inc.

OPINION:

I. History of the Proceedings:

On September 20, 2001, Thomas Owen Mustric, Marcellina Tanuhandaru, and Helen L. Mustric (collectively Complainants) filed a complaint with this Commission alleging that Columbia Gas of Ohio, Inc. (Columbia, Company, Respondent) improperly collected on a bill as past due for service to Mr. Mustric's residence at 134 East Lincoln Street, Columbus, Ohio, even though, pursuant to the Percentage of Income Payment Plan (PIPP), Mr. Mustric was current in his payments. Complainants also complained about the manner in which Columbia pursued its collection options. Columbia filed its answer in this case on October 22, 2001. In its answer, Respondent generally denied the substance of the complaint and requested that the case be dismissed. By Entry dated October 2, 2001, the Attorney Examiner assigned to this case scheduled this matter for a settlement conference to be held on October 17, 2001. At this juncture, it appeared that the matter had been resolved. Subsequently, it became apparent that the parties had not resolved the

issues raised by this complaint. On February 27, 2002, Mr. Mustric filed, among other things, a motion to set a hearing date. On May 3, 2002, the Attorney Examiner issued an Entry scheduling a prehearing conference to be held on May 15, 2002. The purpose of this prehearing conference was to set a hearing date, narrow issues, and schedule discovery. Also on May 3, 2002, Mr. Mustric visited the Commission and informed the legal director that the case had been settled. On May 13, 2002, Mr. Mustric moved for a continuance of the prehearing conference. Again, the settlement did not materialize. On July 18, 2002, the Attorney Examiner issued an Entry scheduling a hearing for September 4, 2002. At the hearing on September 4, 2002, each of the Complainants testified in support of the complaint. The Commission would note that the Complainants, acting in their individual capacity, were not represented by counsel. Mr. Mustric initially took the stand at the September 4, 2002, hearing. He then called Ms. Tanuhandaru (his fiancée), Mrs. Mustric (his mother), and Carol Wilson¹ (a Columbia employee) as witnesses. Mr. Mustric was not permitted to represent legally the other Complainants in the case. Ms. Tanuhandaru and Mrs. Mustric did not separately call any witnesses. Ms. Wilson was the sole witness testifying on Columbia's behalf.² Briefs were filed on October 15 and 29, 2002. Each of the Complainants filed initial and reply briefs. Their briefs were identical.

II. Motions to Dismiss:

At the hearing, Columbia moved to dismiss both the claims filed by Marcellina Tanuhandaru and the claims filed by Helen L. Mustric. The Attorney Examiner held ruling on the motion in abeyance and requested the parties to brief the issue. In support of its motions, Columbia argues that these claims are devoid of any allegations regarding service provided to either of these complainants. Further, Columbia argues that there is no evidence in the record related to service provided to either of these complainants (Respondent's Post Hearing Brief at 7). Complainants argue that both Ms. Tanuhandaru and Mrs. Mustric were subject to Columbia's harassing collection practices and, as such, have standing before this Commission to bring this complaint (Reply Brief of Thomas Owen Mustric at 5; Reply Brief of Marcellina Tanuhandaru at 5; Reply Brief of Helen L. Mustric at 5).

The Commission's jurisdiction in complaint proceedings brought pursuant to Section 4905.26, Revised Code, is limited as follows:

¹ On August 28, 2002, the Commission issued subpoenas at Complainants' request to Frank Yonadi, the district manager for Bermex, Inc., and to Robert C. Skaggs, Jr., Columbia's president. Counsel for Columbia filed motions to quash the subpoenas, on August 30, 2002, with regard to the subpoena for Mr. Skaggs and, on September 3, 2002, with regard to the subpoena for Mr. Yonadi. The Attorney Examiner granted the motions to quash at the hearing based upon Complainants' representation that they wished to cross-examine both Mr. Yonadi and Mr. Skaggs regarding the relationship between Columbia and Bermex and upon representation by counsel for Columbia that a witness, Carol Wilson, was being made available who could testify as to that relationship.

² Mr. Theodore J. Gallagher, counsel for Respondent, called himself as a witness to testify regarding the details of the settlement discussions and agreements that purportedly took place between Complainants and himself. The Attorney Examiner denied Mr. Gallagher's request to testify since the substance of settlement negotiations are not proper subject for testimony. Rule 4901-1-26(D), O.A.C. Mr. Gallagher made a proffer of his testimony (Tr. 114).

Upon complaint in writing against any public utility by any person, firm, or corporation ... that any rate, fare, charge, toll, rental, schedule, classification, or service, or any joint rate, fare, charge, toll, rental, schedule, classification, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect 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,

Clearly, Mr. Mustric has standing to bring the complaint as he is the customer of record. The Commission views the claims of Ms. Tanuhandaru and Mrs. Mustric to be service related in that they appear to be alleging that the company's practices related to service termination, which involved them in the incident under review, are unreasonable. The interests of the three are inextricably linked to this common incident. The Commission finds that each has standing to bring the claims; therefore, the Commission will deny Columbia's motion to dismiss.

III. Summary of the Testimony:

The complaint involves the actions of a bill collector employed by Bermex, Inc. (Bermex),³ an agent employed by Respondent to collect overdue bills.⁴ Mr. Mustric,⁵ Ms. Tanuhandaru, and Mrs. Mustric testified on behalf of the complaint. At the time of the incident that gave rise to the complaint, Ms. Tanuhandaru was Mr. Mustric's fiancée. She is a native of Indonesia and had arrived in Columbus, Ohio on March 18, 2001, the day previous to the incident that is the subject of this complaint (Tr. at 30). Ms. Tanuhandaru testified that, at approximately 9:00 a.m. on March 19, 2001, there were a series of very loud knocks on the door. She stated she was shocked that someone would knock that loud (Id. at 29). She testified that, when she came to the door, she was confronted by a very large man wearing a beard and a ponytail. The man was looking for Thomas Mustric (Id. at 39). Mr. Mustric was not at home. She testified that the person did not say good

³ There is agreement that Bermex, Inc. was at all times relevant to this complaint employed as Respondent's agent and that Respondent is legally responsible for the acts of its agent performed on Respondent's behalf (Respondent's Post Hearing Brief at 7; Complainants' Initial Briefs at 8-10). Thus, as Columbia's agent, Bermex, through its employees, could disconnect service as long as it followed the rules of this Commission in doing so.

⁴ Mr. Mustric's initial complaint included a charge that Columbia improperly collected on a bill as past due even though, pursuant to the PIP program, Mr. Mustric was current in his payments. Mr. Mustric abandoned this aspect of his complaint at hearing (Tr. at 107-111).

⁵ Mr. Mustric's testimony regarding his complaint about the actions of the Bermex employee is a repetition of what he was told by Ms. Tanuhandaru and Mrs. Mustric. He was not present at and, therefore, did not witness any of the incidents that are the source of his complaint. To the extent Mr. Mustric's testimony differs from that of his witnesses, his testimony will be disregarded since he was not present when the incidents occurred. To the extent Mr. Mustric's testimony on this issue is the same as that of his witnesses, his testimony is duplicative and is not required for our decision.

morning and talked very loud. She told him to come back in a couple of hours when Mr. Mustric would be home. She said that he then asked who she was. She identified herself as Mr. Mustric's fiancée. She then testified that the Bermex employee told her that he was there on behalf of Columbia to collect money, approximately \$1,100⁶, that Mr. Mustric owed for gas service and that if he did not receive the money at that time he would shut off the gas. She said that she repeated her request that he come back in a couple of hours. She said he answered "no Ma'am," that he would have to collect the money right then or disconnect the gas (*Id.* at 30). She said she was dressed in a bathrobe when she answered the door. She said it was very cold out, 50-55 degrees (*Id.* at 33). According to the witness, she had to open the door wide to be able to speak to the Bermex employee and the cold wind came in. After about seven minutes talking back and forth, she said she asked him to step in (*Id.* at 34). At this point, both the Bermex employee and Ms. Tanuhandaru were standing inside at the door (*Id.* at 36). Ms. Tanuhandaru testified that she did not know what to do and she was concerned that the Bermex employee would shut off the gas, so she went upstairs to call Mr. Mustric's mother (*Id.* at 31). Mrs. Mustric told Ms. Tanuhandaru that she would speak to the man. Ms. Tanuhandaru called down to the Bermex employee from upstairs that he should pick up the phone in the kitchen (*Id.* at 37). Sometime during the visit, the Bermex employee showed Ms. Tanuhandaru a list of those accounts for which he was collecting on that day. He had her sign her name next to the listing for Thomas Mustric to indicate that the Bermex employee had made the call (*Id.* at 37). According to Ms. Tanuhandaru, the Bermex employee was impolite, aggressive, very threatening, discourteous, and unprofessional (*Id.* at 30, 31, 32, 38, and 39).

The third witness was Helen Mustric. Mrs. Mustric lives at 687 Evening Street, in Worthington, Ohio. The witness testified that the Bermex employee's threatening attitude on the telephone scared her. As a result of the telephone conversation, Mrs. Mustric stated that she, under duress, wrote a check to Columbia for the amount owed to Columbia by Thomas Mustric for gas service to his residence at 134 East Lincoln Street in the amount of \$1,121.36 (*Id.* at 48-49). The witness stated that, when the Bermex employee came to her house, he scared her when he said he was going to turn everything off immediately. She said it was cold and she did not know what to do, so she wrote the check (*Id.* at 51). Mrs. Mustric testified about the Bermex employee's threatening attitude. When Mrs. Mustric was asked by the Attorney Examiner whether the Bermex employee threatened her or just threatened to turn off the gas if the bill was not paid, the witness admitted that he just threatened to turn off the gas if the bill was not paid (*Id.* at 54).

Mr. Mustric also called Carol Wilson,⁷ a customer relations advisor with Columbia, to testify with regard to the relationship between Bermex and Columbia. Ms. Wilson

⁶ There is a discrepancy from the testimony of Mrs. Mustric who stated at hearing that the check she wrote was for \$1,121.36 (Complainant Ex. 2) and Respondent's brief, in which Columbia states (at page 4) that "Subsequently, on February 19, 2001, Columbia Gas issued a termination notice to Complainant for the account balance of \$1,115.86." The Commission is aware that Columbia has refunded \$1,000.00 to Mrs. Mustric and has agreed to refund the balance of the money paid by Mrs. Mustric on the account of Thomas Mustric as a result of Columbia's collection efforts of March 19, 2001. The Commission understands that the amount refunded to Mrs. Mustric will be added to the amount Thomas Mustric owes for service at 134 East Lincoln Street, Columbus, Ohio.

⁷ Ms. Wilson also testified as Columbia's sole witness in its case-in-chief. Her testimony on Columbia's behalf related mainly to the status of Complainant's account with Columbia at the time that the Bermex

testified that Bermex is a third-party company that Columbia uses in collections and meter reading (*Id.* at 62). The witness stated that the Bermex employees are given a list of customers that have been previously notified that they will have their service disconnected on a particular date if their bill is not paid. According to the witness, Bermex employees are told to deliver a notification to the house. If someone answers the door, they are to notify, in person, an adult member of the household (*Id.* at 71). The Bermex employee, according to Ms. Wilson, is instructed to collect the bill or discontinue service (*Id.* at 64). The witness testified that Bermex employees have identification which they will present if requested to do so (*Id.* at 64, 67). According to Ms. Wilson, Columbia does not provide uniforms or specify what kind of uniforms that Bermex employees are to wear (*Id.* at 67). As to the complaint at hand, Ms. Wilson testified that her investigation revealed that, according to Bermex, the employee:

...[k]nocked on the door. Someone came to the door. He informed the person who answered the door the reason he was there. In answering it--she didn't quite understand and--she asked if she could go and place a call. She went and placed the call. He got on the telephone, explained to the person on the telephone why he was at the residence, and that person asked him to come and pick up the check, and he did go.

Id. at 61.

IV. Legal Arguments:

On brief, Complainants argues primarily that the actions of the Bermex employee who visited the premises at 134 East Lincoln Street, Columbus, Ohio, on behalf of Columbia on March 19, 2001, to either collect the money due Columbia on the account of Thomas Mustric for service to 134 East Lincoln Street or to disconnect service at that address violated their rights under the Fair Debt Collection Practices Act, and that Respondent, through the actions of its agent, engaged in an intentional tort by invading Complainants' right to privacy. The Commission has no jurisdiction to decide claims made pursuant to the Fair Debt Collection Practices Act or tort law. To the extent that Complainants have a cause of action pursuant to the Fair Debt Collection Practices Act or tort law, Complainants should bring their case in a court of competent jurisdiction.

With regard to their remaining claim before this Commission, Complainants argue that the actions of the Bermex employee were so outrageous as to constitute a practice relating to a service provided by a public utility that is unreasonable or unjust as set forth in Section 4905.22, Revised Code. Complainants state that the action of the Bermex employee was abusive (Complainants' Initial Briefs at 2). Complainants argue that Ms. Tanuhandaru was Mr. Mustric's friend and fiancée who had just arrived the previous day, and was not an "adult of the household" as that term is used in Columbia's policy with regard to giving notice prior to disconnecting service (*Id.* at 5). Complainants seem to contend that, in Mr. Mustric's absence, rather than collecting money from his mother, the proper action for the Bermex employee was to disconnect service (*Id.* at 10).

employee visited Complainant's residence on March 19, 2001. As we have noted, Complainant abandoned this issue at hearing.

Respondent argues that, while under the appropriate circumstances Columbia may be held accountable for the acts of an independent contractor such as Bermex, the facts of the case before the Commission do not support a conclusion that Columbia or its independent contractor failed to fulfill a public service obligation or that Columbia or its contractor did not render reasonable and adequate service to Complainants (Respondent's Initial Brief at 6). Columbia notes that none of the facts presented in this case establish that Columbia or Bermex violated the Commission's rule regarding the disconnection of residential service due to non-payment (Rule 4901:1-18-05, O.A.C.). Columbia argues that the evidence of record indicates that Columbia issued a disconnection notice to Mr. Mustric on February 19, 2001, more than 14 days in advance as required by Rule 4901:1-18-05(A), O.A.C. Respondent states that there is no evidence that the Bermex employee attempted to disconnect Mr. Mustric's service after 12:30 p.m. on a day preceding a day when the services necessary for the customer to arrange and the utility to reconnect service were not regularly performed (Rule 4901:1-18-05(A)(1), O.A.C.). Nor, Respondent argues, is there evidence to suggest that Columbia or Bermex failed to comply with the special disconnect provisions of Rule 4901:1-18-05(C), O.A.C.⁸ (*Id.* at 8-9). While conceding for the purpose of argument that there is a point at which the behavior of a utility or its collection agent, in attempting to collect a past due balance, may constitute inadequate utility service, Columbia argues that the record in this case provides no support for the conclusion that Bermex employee's behavior reached such a point (*Id.* at 9).

V. Discussion:

The remaining issue before the Commission in this case is whether the actions of the Bermex employee who visited the premises at 134 East Lincoln Street, Columbus, Ohio, on behalf of Columbia on March 19, 2002, to either collect money due Columbia on the account of Thomas Mustric for service to 134 East Lincoln Street or to disconnect service at that address were in any respect unreasonable or unjust in violation of Section 4905.262, Revised Code.⁹ The burden of proof in this case, as in any complaint case, is on Complainant. *Grossman v. Pub. Util. Comm.* (1966), 5 Ohio St. 2d 189.

First, we will review Columbia's policies as to the duties and responsibilities of the person who is charged with the collection of the delinquent bill or the disconnection of

⁸ Rule 4901:1-18-05(C), O.A.C., prohibits termination of service from November first through April fifteenth unless, in addition to the other requirements provided in the Commission's disconnection rules, the utility company makes prior contact with the customer by personal contact, telephone, or hand-delivered written notice; informs the occupant of the premises of available federal, state and local government aid for the payment of utility bills and for home weatherization; and, if the customer establishes a present inability to pay, informs the customer of the right to enter into a specified payment plan, including PIPP.

⁹ As argued by Respondent there is no evidence of record that Columbia or Bermex violated Rule 4901:1-18-05, O.A.C. In fact, the testimony of Carol Wilson details the steps Columbia did take to provide Mr. Mustric notice of the impending disconnection of service. In addition to the disconnect notice of February 19, 2001, Complainant was sent a notice on December 18, 2000, after which he paid \$175.00 pursuant to the Commission's special winter reconnection procedures, *In the Matter of the Investigation into Long-Term Solutions Concerning the Disconnection of Gas and Electric Service in Winter Emergencies*, Case No. 83-303-GE-COI, dated October 15, 2000 (Tr. at 87). He received another disconnection notice on January 19, 2001, after which he paid \$197.00 (*Id.*).

service. As explained by Carol Wilson, these practices include the requirement that, when the person delivers the disconnect notice to the house, they are instructed to speak to an adult member of the household if that is possible. If they cannot collect the money owed, they are instructed to disconnect the service. This policy is consistent with paragraphs (A)(3) and (A)(5) of Rules 4901:1-18-05, O.A.C., which provide:

- (3) On the day of termination of service, the company will provide the customer with personal notice. If the customer is not at home, the company shall provide personal notice to an adult consumer. If neither the customer nor an adult consumer is at home, the company shall attach written notice to the premises in a conspicuous location prior to terminating service.

-
- (5) Those company employees who normally perform the termination of service will be authorized to either:

- (a) Accept payment in lieu of termination; or
- (b) Be able to dispatch an employee to the premises to accept payment; or
- (c) Be otherwise able to make available to the customer a means to avoid disconnection.

Such employees at the premises may or may not be authorized to make extended payment arrangements, at the discretion of the company.

It appears from the testimony of Ms. Tanuhandaru in this case that Respondent's agent complied with both the Company's policy and with Rule 4901:1-18-05(A), O.A.C., on March 19, 2001,¹⁰ when he gave Ms. Tanuhandaru personal notice that, if the bill was not paid, he would disconnect the gas service to 134 East Lincoln Street. We believe that under the facts of this case, it is a close question whether Ms. Tanuhandaru was an adult consumer at 134 East Lincoln Street on March 19, 2001. However, when there is doubt, as

¹⁰ Pursuant to an Entry dated January 25, 2001, this Commission, *In the Matter of the Investigation into Long-Term Solutions Concerning the Disconnection of Gas and Electric Service in Winter Emergencies*, Case No. 83-303-GE-COL, among other things, prohibited the disconnection of residential gas and electric service for non-payment of bills for a 60-day period, commencing with the issuance of that Entry, as long as the customer was, at the time of that Entry, on an extended payment plan with the utility, or the customer agreed to enroll in the PIPP AS set out in Rule 4901:1-18-04 (B), O.A.C., if eligible, or other Commission-ordered payment plan. The date of March 19, 2001, fell within the period when the moratorium was in effect. However, Mr. Mustric, who was dropped from the PIPP program on November 30, 2000, for failure to reverify his income, was not at the time of that Entry, on an extended payment plan with the utility, nor did Mr. Mustric seek to reenroll in PIPP after he received a notice on February 19, 2001, that his gas service was to be terminated if he did not make the required payment. Therefore, the fact that there was a moratorium in effect has no impact on this case.

here, the person performing the collection/termination should err on the side of first notifying the person in the house. The rules are written to assure that, as often as possible, service will be maintained without disruption. The Commission believes that, by giving personal notice to someone in the household with a connection to the account-holder, it is more likely that the service will be maintained. In many cases, the adult consumer may know how to contact the account-holder and be able to effect timely payment. In other cases, the absent account-holder may have left payment with a person in the household. In still other cases, there may be other people who live in the house who have an interest in paying the overdue bill. Whatever the situation, it is more likely that service will be maintained without disruption, if the person attempting to collect the bill makes personal contact with an adult consumer at the time of his/her visit. This is, obviously, more important when, as in the case before us, the service would be terminated during the heating season. In furtherance of this policy, this Commission has placed a duty on the utility seeking to disconnect service to inform an adult consumer.

Based upon a full review of the evidence, we conclude that the Bermex employee was acting reasonably in giving notice to Ms. Tanuhandaru on March 19, 2001, that, if the bill was not paid, he would disconnect service. In addition, we find that the Bermex employee acted reasonably under Ohio law in asking Ms. Tanuhandaru to sign her name on the list that contained the name of Mr. Mustric, his address, and the amount he owed. It is clear that collector's employers, both Bermex and Columbia, have a real interest in knowing that he/she has contacted an adult consumer. Whatever else, Ms. Tanuhandaru's signature provided the requisite proof of such contact.

The Commission also finds the action of the Bermex employee in speaking with Mrs. Mustric and taking payment from her to be reasonable under the facts of this case. The Bermex employee did not initiate contact with Mr. Mustric's mother. Ms. Tanuhandaru, new to this country, unfamiliar with the day-to-day commercial processes employed here and unfamiliar with Mr. Mustric's financial matters, understandably, contacted someone she thought would be able to help in the situation, Mr. Mustric's mother. It was she who initiated contact with Mrs. Mustric. It was Ms. Tanuhandaru, according to her own testimony, who told the Bermex employee to pick up the telephone in the kitchen to talk to Mrs. Mustric. Thus, the Bermex employee is not to be faulted in this case for doing what he was asked to do. Similarly, he is not to be faulted for taking a check in payment for a bill due and owing that he was there to collect. He did not extort the money from Mrs. Mustric. He was told to come to her residence to pick up the check; that he complied is not unreasonable in the circumstances involved in this case.

Finally, Ms. Tanuhandaru testified that the Bermex employee was loud, impolite, aggressive, very threatening, discourteous, and unprofessional. Similarly, Mrs. Mustric testified that the Bermex employee's threatening attitude on the telephone scared her. On being questioned by the Attorney Examiner, Mrs. Mustric admitted the Bermex employee did not threaten her personally, but only threatened to disconnect service to her son's residence. Ms. Wilson's testimony regarding this incident did not reveal anything that would help the Commission in this inquiry. The evidence of record is insufficient for the Commission to determine whether the Bermex employee was so loud, impolite, aggressive, threatening, discourteous, or unprofessional that his collection techniques would constitute a practice relating to a service provided by a public utility that is in any

respect unreasonable or unjust in violation of Section 4905.22, Revised Code. Ms. Tanuhandaru was newly arrived in this country. She had limited skill in the English language. She had limited knowledge of her fiancée's financial affairs. It was a cold day in March. A large stranger came to the door and told her that, if her fiancée, who is not there, did not immediately pay an amount in excess of eleven hundred dollars, he was going to immediately shut off the heat. Regardless, whether the person is polite or not, the situation is threatening and almost anyone giving you this news would appear to be aggressive. Similarly, Mrs. Mustric, who was very stressed by her husband's illness, hearing early on a cold March morning that, if someone did not pay her son's gas bill, his service was to be disconnected, would necessarily feel threatened regardless of any other action by the one attempting to collect the bill. Thus, the Commission does not find on the preponderance of this evidence that the actions of the Bermex employee were so outrageous as to constitute a practice relating to a service provided by a public utility that is in any respect unreasonable or unjust.

Therefore, we must find that Complainants have failed to carry their burden of proof and dismiss the complaint they filed in this case on September 20, 2001. Though we are dismissing this complaint, we are concerned that Columbia, and every other public utility under our jurisdiction, adequately train their employees and/or agents who, like the Bermex employee in this case, are called upon to collect a bill or, failing that, to disconnect a customer's service. We are concerned not only that the person performing these functions scrupulously follow the requirements of both the Revised Code and our rules, but that he/she approaches the task with the requisite sensitivity and people skills to minimize the angst that his/her actions will necessarily cause under the best of circumstances. We, therefore, direct Columbia, if it has not already done so, to develop a training manual setting forth its procedures, "do's and don't's," expectations and requirements for employees and agents who perform these functions. Columbia should, within 60 days of the journalization of this order, meet with the Staff of the Commission's Consumer Services Department to review the manual and to work out any differences Columbia and Staff may have with regards to its contents. Columbia should then train or cause to be trained those persons who perform the functions that were the subject of this complaint, using the training manual developed in concert with Commission Staff.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- (1) On September 20, 2001, Thomas Owen Mustric, Helen L. Mustric, and Marcellina Tanuhandaru filed a complaint against Columbia alleging that Columbia improperly collected on a bill as past due even though, pursuant to the PIP program, Mr. Mustric was current. Complainants also objected to the manner in which Columbia pursued its collection.
- (2) Columbia is a natural gas company as defined by Section 4905.03(A)(6), Revised Code, and a public utility as defined by Section 4905.02, Revised Code. Columbia is, therefore, subject to the jurisdiction of this Commission.

- (3) Columbia filed its answer in this case on October 22, 2001. In its answer, Columbia denied the substance of the complaint.
- (4) By Entries dated October 2, 2001, and May 3, 2002, the Attorney Examiner assigned to this case scheduled this matter for prehearing conferences to be held on October 17, 2001, and May 15, 2002.
- (5) By Entry dated July 18, 2002, the Attorney Examiner scheduled this matter for a hearing that was held on September 4, 2002.
- (6) At the hearing, Complainants' abandoned that part of the complaint concerned with the allegation that Columbia improperly collected on a bill as past due even though, pursuant to the PIP program, Mr. Mustric was current.
- (7) At the hearing, and again on brief, Respondent moved to dismiss the complaints bought in this case by Helen L. Mustric and Marcellina Tanuhandaru on the ground that their complaints did not concern natural gas service provided by Columbia to them in their names.
- (8) The claims raised by Ms. Tanuhandaru and Mrs. Mustric are related to gas service termination and involved them directly. Both having standing to bring the claims and Columbia's motion to dismiss should be denied.
- (9) Complainants have failed to carry their burden of proving that the actions of Columbia, or its agent who visited the premises at 134 East Lincoln Street, Columbus, Ohio, on behalf of Columbia on March 19, 2001, to either collect money due Columbia on the account of Thomas Mustric for service to 134 East Lincoln Street or to disconnect service at that address were in any respect unreasonable or unjust, in violation of Section 4905.22, Revised Code.
- (10) Because Complainants failed to carry their burden of proving their complaint, the complaint they filed in this case on September 20, 2001 should be denied and Case No. 01-2472-GA-CSS should be closed as a matter of record.
- (11) Columbia should, if it has not already done so, develop a training manual setting forth its procedures, "do's and don't's," expectations and requirements for employees and agents who perform those functions which were the subject of the complaint in this case and, within 60 days of the journalization of this order, meet with the Staff of the Commission's Consumer Services Department to review the manual and to

work out any differences Columbia and Staff may have with regards to its contents. Columbia should then train or cause to be trained those persons who perform the functions that were the subject of this complaint, using the training manual developed in concert with Commission Staff.

It is, therefore,

ORDERED, That Columbia's motion to dismiss the claims of Ms. Tanuhandaru and Mrs. Mustric is denied. It is, further,

ORDERED, That the complaint be denied. It is, further,

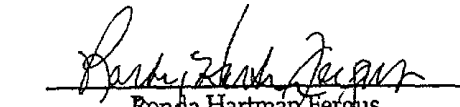
ORDERED, That Columbia develop a collections and disconnection training manual with our Staff. Columbia shall meet with the Commission Staff within 60 days of this decision to review that manual and discuss its contents. Columbia shall train the appropriate personnel using that newly developed manual. It is, further,

ORDERED, That this case be closed of record. It is, further,

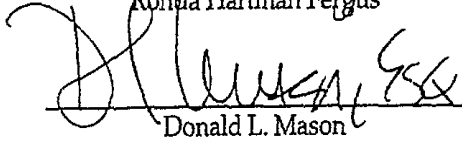
ORDERED, That a copy of this Opinion and Order be served upon each party of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Alan R. Schriber, Chairman

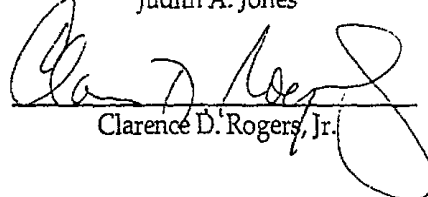


Ronda Hartman Fergus



Donald L. Mason

Judith A. Jones

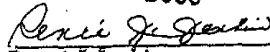


Clarence D. Rogers, Jr.

SJD/vrm

Entered in the Journal

FEB 5 2003



Renee J. Jenkins
Secretary

We all America against debt collector behavior. Jor

COMPLAINANTS!
EXHIBIT No 2

We are only one family in America against this debt collector behavior. The person who is dealing is category Asian women, foreigner and also a minority senior citizen. So this case is unusual because law and policy deal with minority. What do they know about that?

He sees me as something different, person he does not know anything about and he takes advantage of that.

And we are the Mustrics who we are to start a family, and we are helpless too with the situation. Do we have time for this process of two years this matter when we have the more responsibility of two babies. We do not have the privilege of right to fight for our rights. We do not have office hours. We have circumstantial who can we rely upon? And whoever behind your case is both minorities as witness, makes things harder to accomplish the justice. So when we have to battle what is our weapon compared to the size of corporate? We want to say we are small and we have to fight with you?

Everybody has experience for the debt collector to collect on other people. Why are we the only one collecting from this debt collector? I do not know. Why was this problem not raised to Columbia Gas with the problem of their collection? The amount of money is not a lot. This is only \$1000. They refused to settle at \$1200. So what is our return for our conflict resolution?

When we fight this for two years in our unstable situation, two babies, foreigner, no green card---a foreigner, not speak English very well, just married, we tell our situation only with our hearts. Why do we need to wait our time to give Columbia Gas perspective about how to take care of their problems and to correct the system. After all this is done, what does the Mustric side get? Are we going to earn some credit for someone to say thank you or money reward? Want to see small light or lots of light? This case I have to remember what happened that day. It makes me more depressed. Because I am the first witness personally dealing with the situation. The first problem is debt with me and debt collector, then mother, then Columbia gas and tom mustric. It is suppose to be tom mustric dealing with Columbia gas administration and secondly the Columbia Gas dealing with the Minorities. Which one is the issue to attach the law study?

This case structure Marcellina and debt collector. Then mother and debt collector. The priorities are wrong how to fight Columbia Gas. So why drag us in this matter. Not an important tragedy. This dispute destroys our marriage. Then why do you need me here at 5 am to sit here?

Why the depression which will not be rewarded at all at the end of this case to get relief or get the therapy again? What do I get. Tom gets satisfaction to drag us for his ideas, we are free, does not mean to take advantage to win---why I am sitting here?

Do diligence to make the survey I do not know how many people complain, they just shut up. Do see him is normal every day, why does your mother have to pay it?

It is forced to have to pay for me and mother, because behind we know you are registered with PIPP to get into the program. Why does the debt collector want to take money from you, because he has is doing to other clients---it was legal relationship between Columbia gas and Bermex. Bermex sent to anybody. What happen to other long list of what happen to others, no problem no complaint---or just that guy. The guys behavior who is violent there should be other people to complain.

The PICO Box is heavy, how does family feel in.

Sometimes you need someone to tell you what is a big weight.

I just want to be happy
to come to America.
03/10/03
BY Marcella Tanuhardana

I get scared at night, for even you son to come to the door at night.
(family m).

I feel bad about PUCO because I feel bad about being dragged to his problem and court. It is not that I do not want to help but I am dragged each week, what is for the witness?

The pony guy is over. To earn money to make adjustment of their policy? And then what is that fair for the next generation future.

Where does the case end, do they abuse others or just me because I am a foreigner and your mother a senior citizen? They don't abuse because they see American every day, it is a problem for me. You cannot change the law for the sake of respect to a foreigner or senior citizen because there is no other case, so how do we prove that they are wrong entirely? They also have bad luckh that day, why do I have to deal with someone that is a foreigner, because they meet the minorities to settle their debt. The debt collectors have the same pattern of what the company trains them, what should they expect from their clients, what happens if the debt collector does not meet the client directly to settle the case? Does he have to direct the bullet to us too? Again, when the case is over, what will you get to replace your time? If you work a day, how many hours? Calculate for this case to give PUCO a better perspective how to change their policy? How much is your price? In America you have to talk about the dollar, to settle with the American dollar, that sounds America, otherwise we are just being kind to this corporation.

You are so good to sacrifice to open their eyes to make them a better people, we are a victim.

What do you get in the end?

This depressed because we are doing this at 4AM when time to recover their energy as prime time. Are we not crazy to do this, to be dedicated not to know our rights? We want the privilege of time for PUCO, we almost sacrifice our marriage because of PUCO. Not about M why do you not have positive attitude at 4 am, no one have this during post partum depression, during pregnancy depression too. For this. You take me to the court when I was pregnant. I want to return to Indonesia because PUCO is the priority. Why do I have to open the personal pain? You do not feel the pain because you do not deal directly.

Why do I and your mother have to live with this. Who can we get answer for that?

What is that the minority will get? Tom drags us into this problem both me and your mother. PUCO become top priority instead of family. Why are you dragging us, what are we going to get in the future. We just get blame from how to settle with the debt collector.

I have to take care of babies? The privilege is not a priority at this stage of my life to do this matter.

What is the reward for me? What is for us, Tom. A better future of Columbia gas, what do we get from Columbia gas a BAD MEMORY! It is male ego to fight this case to challenge this case. To challenge this case to settle this case, legal structure, and to take credit. Thank you for Marcellina, do we get these words to make us happy—but how do we feel. Columbia Gas does not care about how this witness have the traumatized, even if to be treated or medicated. Do we have to follow you. You take us not on cruise but full cannon that is going to blow out. They thank you for seeing full cannon, it that enough? Will Columbia to say thank you for giving us perspective? Trophy for this? Bill them?

BY Marcellina Tanubardani 03/10/03
Jatid

She says she is so weak she cannot defend herself
~~she~~ ~~for~~ America is green, but ~~there~~ there are thorns which
poke her feet. She likened the bill collector as an
American thorn. I am a woman. I am an easy target.

I cannot defend myself when I was pregnant.

I am an easy target.

My energy is being used, it is what I don't like here.
The POCO doesn't understand because I am a woman.
My time is now my love for my children. I don't want to
live, I can see it in the bill collector's face,

because I am a small woman. Otherwise he would not
tell me like that, so small so weak, that is why he
can say what, don't you understand, he feels victory.
Somebody tries to rip me off. He wants to get money
right now. [Marcelline in tears]. Using the power of
he is American; he can use the language better than me,

She says I was not there, I cannot hear.
He used the power of his voice to control me, I am small. I am
a woman. I am an easy target. She is small. She is a
woman. She is small - he thinks to get satisfied

It is what he did to me is totally wrong. Like a
baby, so little so helpless. On people who are deaf -
where is the moral? Right. Low. Is that right?

-2-

Ego is to get it, no consideration for the other side. He asks me for more than a thousand dollars. I don't like ego people. Hard to forgive, family moral broken you are not a person - family moral - the country moral. If you died - It means he was trained badly. It was not right. What the box look like before they let him out.

He only wants to take. My heart tells me he is a person will rip off - material, time - use this poem to rip off. I felt he was trying to rip off culture too.

I passed national security to be proud of family & children. We give a lot to help others. That is my moral. Not to think of reward, but we can be a kind better person - that is my highest reward.

I am pregnant and people see me as a target. He was not using nasty words, but raised his voice, and behind his words tells me many things. I can feel the power of the body, not in my shoes. I am so fragile. I am inside crystals. Raising his voice. Words to conquer and I can feel his power. That is the way he was trained, how Americans were trained were educators. It doesn't mean they have the rights to rip off other people.

-3-

I know I am not able to ~~make~~ ^{settle} ~~settlement~~. We are not equal at that time, not mature understanding. That is, my knowledge is not mature how to handle America people's financial problem. I will not be the direct person to settle because I lack capacity. To get what he wants he pushes so I have to call mother because emergency because it could get more violent. He could say something I don't understand. Not appropriate to direct to me.

It was too cold to leave the door half open. I didn't have a blanket, I had only a nightgown. I was so sleepy unconscious.

When I saw you I was very shocked, I don't understand why this could happen. Could happen to you. My debt collector came to Tom Martin to this house to behave like that. Also he said Columbia sent a notification to you without a response I saw it. Total bill. I explained to come back in about 4 hours. He says he doesn't have time. He is not nasty (word) but word violent. I felt when I called your mother to make him satisfied like a dog - get his food and stop barking. He asks if I can pay it. I said I don't have money. I want this payment right now. Why he thinks I am responsible to pay. I am worry that he shut off the gas when I was chilly downstairs.

Can you wait for a while while I call. When he saw the
acting that I am going to do something, he got the feeling
let me do something and you can get your money.

I feel like I have to put some distance like you
see shark, dangerous animal, I have to put some
distance. I told him to pick up the phone in the kitchen.
He hung up the phone. Very calm down like a dog
get the food and stop barking. Main I need you
to sign this paper of collection paper. So I signed
as he calmed down like after he proposed - you can
see his expression. He said, Thank you. He became a
different person. After 3 hours I was so shocked.
Why so much LOUD? What is your (Tom) situation?
Why he did not pay the money? This is a gas bill.
a basic thing in expenses. It's discount.

Check the administration sent you a bill collector
is the case. The ~~ethics~~ ethical the debt collection is a different
matter - his character is a different matter - a jerk
guy. The other is administration on the other morally,
ethically wrong. Let's say debt collection was morally
wrong (behavior); this is ethically wrong (policy, regulations,
terms & conditions): how much they can make the customer
understand about what you agree with their
policy, - do you just sign? and you are blind? or

45-
'they did not give enough information.

The first time you applied to the program? What is it? What do you understand? Did you sign for them to accept you? To reapply to continue in the program verbal or written? If they don't tell you full info, that doesn't mean the customer is wrong. So the company has to take full responsibility regarding their human resource problem.

What is the system of the PIP that administrator process be to complete the customer in the program? How does the customer properly apply to the program? The PIP program, mismanagement, & the moral of the guy — this is three cases.

In America, if he did not damage ~~the~~ you will not win the case. If evidence is recorded, then you can persuade all these black items. You cannot build a case:

Sayth Marcellina Tanuhandan on Feb 25, 2003 there five pages with Tom Muehrer transcribing his best as possible.

Marcellina Tanuhandan 03/4/03

Marcellina Tanuhandan

We are a minority. That's why we feel that way. The debt collector

They successfully send this guy to other houses. Other Americans can use nasty words to get back at the bill collector. That's why Columbus Gas feels they are winning. He collects other neighbors, other Americans can deal with them (bill collector). He doesn't really feel guilty, because being minority is only a small number among the people who owe Columbus. I believe this pony tailed guy collects from other morally wrong doing. They (bill collector) deal with Americans and we are only one of the case of being a minority - that is our weakness, your mother too.

What can I suppose to do? That is my weakness. I am a person don't know what is going on, women, become an easy target, to become a victim of any violent words - words that sound violent. Threatening words is what I mean. You have to describe your mother. How? Small, women, older 84 women. loss memory probably, nervous. My lack of English I cannot respond to everything he asks. He got frustrated because I am quite. Am I going to stand here forever? I like feeling not getting things done. That makes him more frustrated.

(Mmelleh Tamir) 03/09/03

DRAFT- WORK COPY
IN THE SUPREME COURT OF OHIO

COMPLAINANTS
EXHIBIT 4
NOT FILED DRAFT

Thomas Owen Mustric

And

Senator Mike DeWine

:

Appellants

:

**Appeal from the Public Utility
Commission of Ohio**

Vs.

:

**Public Utilities Commission
Of Ohio From Case:**

Public Utility Commission of Ohio,

:

No. 01-2472-GA-CSS

Appellee

:

**NOTICE OF CHANGE OF JURISDICTION OF PUBLIC UTILITIES
COMMISSION OF OHIO OF THOMAS OWEN MUSTRIC AND SENATOR
MIKE DeWINE CONGRESSIONAL REPRESENTATIVE**

Thomas Owen Mustric

134 East Lincoln Street

Columbus, Ohio 43215

Telephone: (614) 424-6644

Appellant *Indigenious Pro Se*

Senator Mike DeWine

37 West Broad Street

Columbus, Ohio 43215

U.S. Senator State of Ohio

**Appellant US Representative: Introducing New Legislation: Change the
Jurisdiction of PUCO to include specific federal law, the Fair Debt
Collection Practices Act, for determination how Columbia Gas of
Ohio, Inc. and its proxy collection agents treats its gas customers.**

The Public Utility Commission of Ohio

180 East Broad Street

Columbus, Ohio 43215

Allan Schriber, Chairman

Appellee

Appellants Ohio Senator Mike DeWine representative for resident Thomas Owen Mustric, *Pro se*, an indigent, hereby gives notice pursuant to the U.S. Constitution and the Constitution of the State of Ohio of his appeal as of right, pursuant to R. C. 5717.04, to the Supreme Court of Ohio, from an Opinion and Order of the Public Utility Commission of Ohio, journalized by the Commission in case No. 01-2472-GA-CSS, filed February 5, 2003, specifically to raise PUCO's standard to include federal law, Fair Debt Collection Practices Act as new law.

A true copy of the Opinion and Order of the Commission board being appealed is attached hereto and incorporated herein by reference.

The Public Utility Commission of Ohio (PUCO) has the responsibility of monitoring the behavior of how a utility company, Columbia Gas of Ohio, Incorporated, (Columbia), may treat their indigent or any gas consumer customers, where collection practices by an utility company or its agent's bill collector allegedly violates federal law, the Fair Debt Collection Practices Act (FDCPA) at 1692c: "Communications in connection with debt collection" and at 1692d: "Harassment and abuse."

The Supreme Court of Ohio has the responsibility upon its review to raise PUCO's standards above its current limited considerations only to consider "the relevant portions of the Revised Code and the Ohio Administrative Code (O. A. C.), [OO at Page I, opening paragraph]." Such limitation is argued herein as unconstitutional by the US Constitution for "due process" clause violations fifth amendment as "outrageous" conduct and for Ohio Constitutional rights for federal law precedence.

by to consider also portions of federal law to include FDCPA. Such application for new law by the Supreme Court where the PUCO Opinion and Order filed February 5, 2003 is reversible for such considerations by PUCO for instant case regarding gas consumer's Complaint and for Columbia training manual reflective of the raised standards to apply the federal FDCPA for PUCO for citizen consumer complaints.

In instant case wherein an indigent citizen gas consumer makes an amended complaint to PUCO as to a wrongful debt collection practices by Columbia's agent bill collector for his federal violations 1692c: 1) communication limits; and, 1692d: 2) his outrageous conduct. that is: 3) contradictory to the US and Ohio Constitution for due process citizen rights under the Debt collectors, persons who are collecting someone else's debts, are subject to the federal Fair Debt Collection Practices Act, 15 U.S.C. @ 2605(f).

Notice to the Supreme Court of Ohio for new law to raise PUCO's standards to apply FDCPA federal law to its Opinion and Order filed February 5, 2003, is sufficient equity serving to reverse its Opinion and Order (OO) in reconsideration despite other errors of omissions. Notice to the Supreme Court of Ohio for new law to raise PUCO's standards to apply FDPCA federal law to its Opinion filed February 5, 2003, serves similarly for PUCO in its order to direct Columbia to re-structure its collection practices training manual and train collectors of its new debt collection practices within FDCPA is sufficient equity despite other errors of omissions. Appellant seeks no other remedy.

Appellant relying of the Supreme Court of Ohio for determining higher standards for PUCO to include FDCPA as new law consideration moves past determination where issues are filed in Federal Court jurisdiction for civil actions C-2-02-286, and can rely on the .

PUCO, by eliminating FDCPA federal law applications in its assessment standards to evaluate a citizen gas consumer's Complaint for FDCPA violations of how Columbia treats its customers in their collection processes, failed to identify any FDCPA violations had occurred. However, the perceived merits of Complainants' *pro se* amended Complaint for alleged FDCPA violations including standards for abusive treatment by Columbia's agent collector were of such sufficient merit as for PUCO to order change of the standards of Columbia at Opinion and Order, Page 11, to:

"Ordered, That Columbia develop a collections and disconnection training manual with our Staff. Columbia shall meet with the Commission within 60 days of this decision to review that manual and discuss its contents. Columbia shall train the appropriate personnel using that newly developed manual."

PUCO erred not to rely on FDCPA standards did in its opinion order to dismiss complaints' claims at OO: Page 11 of Ms. Tanuhandaru---who told collector, who took the advantage, who would not take a "no, come back," that she is new here in America, speaks little English, as fiancée, pregnant, 1st day in America for marriage arrangement, being a woman, being Asian, being small, was terrified by the behavior of collector, yet PUCO found her acceptable household member for collection, where collector then attempt to used loud voice on her to collect payment of over \$1000, and he refused to go as asked three times, with his foot in the door and hand in the frame, and cold air of March 19 chilling her alone only dressed in a night gown, not a bathrobe, no one else

home, and suffering from jet lag, and she taking 3 hours to begin to explain how she was tramatized by collector---and Mrs. Mustric, elderly senior citizen, [mother of Tom Mustric], also a gas consumer [Pg. 10 of Reply Brief], also tramatized by demanding loud attitude and threatened to shut off all heat at her son's residence being a cold March, and did not receive full refund therefore no settlement [Mrs. Mustric, Reply Brief at Page 2],---TWO WITNESSES plus Tom Mustric's allowable hearsay testimony for his opinion of what he heard by Columbia's agent Bermex's President that he had other consumer complaints regarding this bill collector, SO ORDERED that the Complaint at OO Page 11 be denied, also based upon the falsely on foot Note 6 [OO: Page 4] where Commission relied on Hearing Officer's report as error that Columbia...has agreed to refund the balance of \$1121.36 to Mrs. Mustric and where Commission did not read brief or reply brief of complaints for their error that OO: Page 2, end of I. History of Proceedings that *"Their briefs were identical."*

Therefore, the Supreme Court of Ohio must first raise the standards to order PUCO to include the FDCPA law within its assessment powers. With the Supreme Court's new application standards to apply federal FDCPA law, PUCO can re-instate its assessment of the Complaint With new application powers of FDCPA law, PUCO within its Opinion and Order within higher standards for PUCO, assessment of Complaints regarding how Columbia treats its customers can determinenecessary prior or in conjunction with the Supreme Court to order PUCO to order Columbia Gas of Ohio Inc. to create to raise the standards of a training manual to standards to avoid the Complaint and to avoid violation of FDCPA, where that body of law is excluded in its Opinion and Order (Page 1): "