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IN THE MATTER BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Thomas E. Merchant,

Complainant

vs CASE NO. 08-428-EL-CSS

Ohio Edison,

Respondent

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COMPLAINANT'S RESPONSE TO OHIO EDISON'S MOTION TO DISMISS OR ALTERNATIVELY TO SET A MINIMUM PAYMENT SCHEDULE DURING THE PENDENCY OF THIS PROCEEDING

Please find enclosed the Complainant's response to Ohio Edison's Motion to Dismiss or Alternatively Set a Minimum Payment Schedule During the Pendency of the Proceedings currently before The Public Utilities Commission Of Ohio.

1. The Complainant was forced to file a Formal Complaint against Ohio Edison for a number of reasons as outlined in the Complainant's Complaint.
2. The Complainant made a request that a "Stay," be placed on any attempted disconnection of the Complainant's electric service by Ohio Edison pending the Complaint process before The Public Utilities

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Commission Of Ohio.

3. One of the claims made by the Complainant is that he is "Disputing," each of his monthly bills in their entirety beginning with his November, 2007 bill, up to and including each monthly bill thereafter to also include his current bill.
4. Until such time the Complainant's Complaint can be addressed before The Public Utilities Commission Of Ohio, all of the Complainant's bills from November, 2007 to current are the subject of his "Dispute," since Ohio Edison DOES NOT offer their residential customers a rate for 3 phase residential service which the Complainant has.
5. Ohio Edison offers their customers two rates, one a Residential rate for single phase residential customers and another rate known as a General Service rate 21 or 23 for commercial customers, who have single phase service and/or 3 phase service.
6. Ohio Edison openly admits in their Answer of April 10, 2008 to the Complainant's Complaint, that the company does not offer 3 phase residential rates.
7. The use of a just any rate by the Attorney Examiner to satisfy Ohio Edison's request would be inappropriate and in direct conflict of Rules 4901-9-01(E) and 4901:1-10-19, O.A.C., "a complainant may avoid the

disconnection of his service during the pendency of a complaint provided the customer pays either the undisputed portion of the bill **OR the amount paid for the same billing period in the previous year**.

8. Both the Attorney Examiner and Ohio Edison openly agree and admit that per the Rules as noted there are two options, one, the Complainant pays either the undisputed portion of the bill **OR** the amount paid for the same billing period in the previous year.
9. The Attorney Examiner appears to have enter a "Stay," in this matter on or about May 14, 2008, while also scheduling a conference for June 3, 2008, at which time the matter of a minimum payment schedule was to be addressed.
10. Neither the Attorney Examiner, nor Ohio Edison made mention of the date of May 14, 2008, with respect to the matter of the minimum payment schedule, until now.
11. Being that there was "NO," objection from the company, Ohio Edison on June 3, 2008, with respect to the Complainant paying the company the sum of $100.00 per month during the pendency of this proceeding which is in close proxsimity of the Complainant's bill was for June, 2007 ($116.17) the amount between $100.00 that Ohio Edison was willing to accept and the actual bill for the year prior of $116.17 would

seem to be appropriate and within the Rules as previously mentioned in numbered paragraph 7.

12. Ohio Edison admits in their "Introduction," related to the Motion of which this response attempts to address, that and I quote, "Because Complainant is alleging qualification under residential rate, rather than the commercial rate under which he is currently being billed, the attorney examiner granted a temporary stay **UNTIL** (and I note) **a prehearing conference could be held to determine the undisputed portion of the bill.**"

13. The Attorney Examiner in an ex parta discussion relayed to the Complainant that her problem in determining a minimum payment was that there wasn't an applicable rate forewhich the Attorney Examiner could use to determine a minimum payment schedule since the company did not have a rate for residential 3 phrase service.

14. Counsel for Ohio Edison complied a chart using single phase residential rates, which are not applicable in the Complainant's case. Three phrase service is known to be more efficient and single phase service. Therefore, it would not be reasonable or appropriate for the Attorney Examiner, to conclude that the Complainant's bill would have been nearly $3,000.00 more had the company mistakenly place the

Complainant on a single phase residential rate.

15. The most appropriate minimum payment schedule would be according to the Rule as noted in numbered paragraph 7 that clearly indicates that unless there is a clear dispute in dollars, that the minimum payment schedule should be based upon the prior years service. That in this case is an amount $16.17 more than the Complainant has already agreed to pay.

16. On June 3, 2008, during a three way call initiated by the Attorney Examiner, during a call between the Attorney Examiner and the Complainant, counsel for Ohio Edison was conferenced into the call and at such time Ohio Edison agreed that the Complainant would make a monthly payment of $100.00 beginning July 20, 2008, during the pendency of the complaint to stay the disconnection of the Complainant's service.

17. During the June 3, 2008, conference call, all parties, ie Ohio Edison and the Complainant agreed that the telephone conference would be rescheduled to June 25, 2008.

18. Ohio Edison openly admits in their "Introduction," related to this Motion and I quote, "The parties **AGREED** to hold a prehearing teleconference on June 25, 2008.

19. Ohio Edison agreed to accept a minimum "good faith," payment from the Complainant of $100.00 without any reservations. In fact counsel noted that taking into consideration that the Complainant receives $195.00 a month in income, the payment pledged by the Complainant was certainly a effort of good faith being that $100.00 was more than half of the Complainant's income.
20. Counsel for Ohio Edison sent the Complainant by email a copy of the purposed Agreement. Counsel for Ohio Edison stated that the Complainant may wish to have an Attorney review the Agreement.
21. Another teleconference took place on June 20, 2008, between the Attorney Examiner, counsel for Ohio Edison and the Complainant regarding the matter of Ohio Edison's request for access into Complainant's property. Also openly admitted by Ohio Edison in their "Introduction," related to their Motion of which the Complainant's response relates.
22. Prior to the teleconference on June 16, 2008, at which time contact was made between the Complainant and counsel for Ohio Edison, the matter of the minimum payment agreement was discussed. Counsel for Ohio Edison had no objection to the one and only change the Complainant

wanted in the Agreement. The change was that the wording, his heirs, successors and assigns related to the Complainant be deleted. Counsel for Ohio Edison had no objection to the Complainant's request.

23. During the June 25th conference the Attorney Examiner was brought onto the line after which time it was determined that a resolution between all parties was not possible. Counsel for Ohio Edison took on child like behavior for the second time in this matter. In opposition counsel for Ohio Edison said that she was withdrawing her offer to accept the $100.00 monthly payment during the pendency of the proceedings in this matter currently before The Public Utilities Commission Of Ohio and would be filing a Motion to Dismiss. When counsel for Ohio Edison doesn't get her way she reacts like a child who doesn't get her way.

24. When all parties, the Attorney Examiner, counsel for Ohio Edison and the Complainant spoke via a teleconference on or about June 3, 2008, counsel for Ohio Edison willingly and voluntarily agreed to accept Complainant's minimum payment of $100.00 and the resetting of the prehearing conference for June 25, 2008. Within a matter of days, 6 to be exact (June 9, 2008) counsel for Ohio Edison filed a Motion to Cancel the prehearing conference.

25. Counsel for Ohio Edison repeatedly willing and voluntarily agrees to matters which are discussed through teleconferences with all parties, the Attorney Examiner, counsel and the Complainant, subsequently counsel withdraw her original position and files Motions to Cancel, or Dismiss or whatever else she seemed to dream up, **BUT** then at the same time leaves the door open in the event her demands are not met by the Attorney Examiner while requesting something additional.

    Example: Motion to Cancel, **OR** (here it comes) in the alternative (if she can't have her way) to Establish a Discovery Schedule **AND** Ohio Edison Company's Motion to Dismiss **OR** Alternatively to Set A Minimum Payment Schedule During the Pendency of this Proceedings.

26. Complainant has repeatedly made the comment and statement in writing and to the Attorney Examiner, that this is all a game to counsel for Ohio Edison.

27. Addressing the matter of access to the Complainant's property. Ohio Edison has already willingly been given access to any and all parts or portions of the Complainant's property.

28. Counsel for Ohio Edison made a statement to the Complainant on June 16, 2008, that her reason for wanting access was: **so she could prepare**

her defense and to see if there was anything that appeared to be commercial in the building to her. That is a game. Let me see what I can find.

29. Exhibit D that counsel for Ohio Edison supplied, but was not used during the prehearing conference on June 25, 2008, clearly states and I quote as an entry dated 12/21/07 and I quote, "Cancel/Rebill back to open date adjusting from GS21 to RS10a **per field verification this is a RESIDENTIAL SERVICE.**"

30. Additionally, once again on 12/21/07 and I quote, "Blocked from billing until meter is exchanged from GS to RS. **Per field verification this is a RESIDENCE.**"

31. On December 12, 2007, a representative by the name of Christy with a telephone number of (330) 740-7525 came to inspect the Complainant's property in order for Ohio Edison to be able to switch the Complainant's rate from commercial to residential. When the representative entered the premises, the Complainant ask the representative what she needed to see. Her reply was, that she was instructed by the office that all she needed to see was a bed and a kitchen. Complainant offered to let the representative see anything in the building that she needed to see. The representative reaffirmed that

all she was told and instructed that she needed to see were those two rooms or items.

32. The following date of 12/13/07 the day and date following the representatives verification according to Exhibit D that was offered up as evidence of correspondence and the records of the Complainant's account at 808 Brookfield Avenue, SE Masury, OH an entry was made that clearly states and I quote, "Employee Correspond. Telememo Employee Correspondence "Rebilling/Wrong Rate-Change, LT 6 mon." And then the notes of 12/21/07 follow noted in numbered paragraph 29 and 30 herein above.

33. As late as 2/14/08, the company, ie Ohio Edison through counsel's Exhibit D clearly indicates the companies position with respect to Complainant's residential claim and I quote from an entry, dated 2/14/08, that clearly states, "thomas merchant clld offc to setup payment arrangements on acct customer was infromc **and it was verified that this is residential acct, but rate change could be completed due to cu.**"

34. Ohio Edison through their own in-house company notes clearly indicate that the company believes that the Complainant's service is and was to be residential.

35. It is no fault of the Complainant's that the company, ie Ohio Edison does not offer 3 phase residential service and therefore should be punished through adverse Orders, Rulings and Entry's that are not applicable to this proceedings and for the short comings of a company who appears to have failed their customers insomuch as not providing 3 phase residential service to those who may want it, being that it is noted as a more efficient service from a commercial standpoint over any other type of single phase commercial service.
36. The Complainant did not know what 3 phase service was not did the Complainant know or realize that he had that kind of type of service.
37. Noting counsel for Ohio Edison's Argument that the "visit" as counsel refers to the companies noted term of "verification," on December 12, 2007, was conducted by a field representative. The issue at hand was not whether the premises had a bed or kitchen, but whether or not the premises met the companies criteria as a residence, in order for the electric service to be changed from commercial to residential.
38. The only reason counsel for Ohio Edison wants access to the premises is to play more of counsel's game. The statement counsel made to the Complainant as to what her real reason was for wanting entry into the

premises clearly indicates an alterative motive on part of counsel to try to find something within the premises that she can attempt to use to prepare a faulty defense.

39. Complainant in an ex parta telephone call on or about June 26, 2008, to the Attorney Examiner advised the Attorney Examiner that the Complainant would willingly supply counsel for Ohio Edison and the Attorney Examiner photographs of the interior of the building. The Attorney Examiner did not comment one way or another with respect to the Complainant's offer.

40. Counsel for Ohio Edison stated in her "Argument," that and I quote, "Moreover, the investigation by the service representative was conducted more than five months ago and as attached Exhibit B indicates, the nature of the facility appears to have changed." Counsel for Ohio Edison attached a photograph taken by an unknown source on an unknown date. The photograph is of a sign that states: Opening June 15 Arcade Style Game Room 4 the under 21. That photograph is a staged photograph. The content of the photograph has been altered prior to the photograph being taken. Please note that the bottom line of the sign has no letters and the entire line is bare. Please also note that this is a two sided sign. Why is it that counsel for Ohio Edison photographed

only one side of the two sided sign? Is it that counsel or the photographer had something that they didn't want to use in their Exhibit that clearly wasn't advantageous to their case or defense?

41. The Complainant uses the sign as noted herein above as a form of advertisement for friends. The sign changes weekly and on a regular basis.

42. The sign contains removal letters and can easily be altered or changed by anyone. The Complainant has run off teens who wanted to steal the letters or alter the sign at will.

43. Complainant has alleged that counsel for Ohio Edison had no first hand knowledge of Complainant's claims. This is true. Counsel for Ohio Edison has no first hand knowledge of what was said when the companies representative toured the premises. Counsel has no first hand knowledge of any telephone calls between the Complainant and company representatives. Counsel for Ohio Edison has no first hand knowledge of the Complainant's claim that the neighbors floodlight was connected to the Complainant's electric service. Counsel for Ohio Edison was never once a party to anything prior to the Complainant being forced to file a Formal Complaint against counsel's employer, ie

Ohio Edison. Counsel only knows what she has read or been told. There is not one shred of anything, correspondence, telephone calls from the Complainant to the company, ie Ohio Edison, etc.. The company has no defense to the Complainant's claims. The company, ie Ohio Edison was never at the premises to know if the floodlight came on when the power to 808 Brookfield Avenue was on or off. Disconnected or active. That's what the Complainant meant when the statement was made.

44. As for the Complainant's claims for discrimination. Ohio Edison **does not have or offer their customers 3 phase residential service**. That is a form of discrimination.

45. Ohio Edison for whatever unknown reason is guilty of personal discrimination with respect to the cutting the service at the pole to 808 Brookfield Avenue, SE Masury, OH. Three other commercial business locations in the immediate proximity of the Complainant's property, two of the three locations have not had their service cut at the pole and their service is currently disconnected. The third property the service was cut at the pole, but long after the service had been disconnected.

46. In counsel for Ohio Edison's Exhibit D that was submitted by counsel for use and reference at, during and prior to the prehearing conference on June 25, 2008, an entry dated 2/14/08 the record clearly states and I

quote, "Disconnection Dunning Disconnection Document Created, reverse cut at pole per kim vujas, super." A second entry on the same date, 2/14/08, the notes clearly state and I quote, "General Complaint PUC/BPU Complaint- Verbal puco /sherry called - adv looks like cut at pole cancelled, allow time for bp to get contractor to make chg." Company notes support Complainant's claim.

47. Counsel for Ohio Edison constantly makes reference to the issue of access to the premises at 808 Brookfield Avenue, SE Masury, OH. To date, the Complainant has never received a copy of an Entry by the Attorney Examiner with respect to the teleconference of June 20, 2008.

48. The teleconference call between the Attorney Examiner, counsel for Ohio Edison and the Complainant suddenly became disconnected. The Attorney called the Complainant and left a message for the Complainant as to her intended Entry in the matter involving the companies request for access to the premises. The Attorney Examiner stated that the Complainant would receive a copy of her Entry in this matter, but to date the Complainant has never received any such document. The Complainant did on June 25, 2008, ask the Attorney Examiner about the Entry. The Complainant was informed that the Attorney Examiner had

been busy and that the document had no yet been issued.

49. Complainant takes this matter seriously and is acting in good faith where the proceedings are concerned. The mere fact that the Complainant has issues with a specific request of the company, ie Ohio Edison does not indicate that the Complainant is acting inappropriately, irresponsibly, with negligence, or contumaciously.

50. It maybe that this stumbling block regarding access may need to be addressed through an additional action and/or appeal before the Supreme Court Of Ohio.

51. The Complainant has a legal right to respond to each and every Entry, Order and Motion filed by either the Attorney Examiner or counsel for Ohio Edison and will do so accordingly.

52. The Complainant did not file a formal response to a Motion filed by counsel for Ohio Edison, dated June 9, 2008. But, did send a email in objection to both counsel for Ohio Edison and the Attorney Examiner. For some unknown reason there happen to be an issue with the Complainant being able to send the Attorney Examiner a copy of the Complainant's objection to Ohio Edison's Motion.

53. In response to counsel for Ohio Edison's claim that the Complainant canceled the prehearing scheduled for June 3, 2008, rescheduling it for

some three weeks later is only partly true. The Complainant ask that the June 3, 2008, be rescheduled. The Attorney Examiner said that it could be rescheduled. The Complainant had nothing to be with the fact that the prehearing date was rescheduled for some three weeks later. Again, counsel for Ohio Edison cannot get her facts straight. Counsel isn't always available, as the Attorney Examiner and the Complainant. The matter had to be rescheduled for a day and time when all parties were able to be available.

54. As for counsel for Ohio Edison's remarks in Section C of her Argument related non payment since November, 2007. The Complainant verbally agreed to begin paying the company the sum of $100.00 a month effective July 20, 2008. The Complainant would have paid a payment of $100.00 in June, 2008, but counsel for Ohio Edison said that the first payment wouldn't be due until July. The verbal agreement was made on or about June 3, 2008.

55. Regarding counsel for Ohio Edison's Argument #2, Section D. Rate 10A is not appropriate since Rate 10A applies to single phase residential customers. **Counsel also states and admits that the Attorney Examiner has concluded that the amount in dispute could not be determined.** The company does not offer their customers 3 phase

residential service therefore the Rate 10A is not applicable to this customer or these proceedings. The Attorney Examiner would be out of line if she were to Order the Complainant to pay a rate of 10A simply because there is no other rate available and in light of the fact that Ohio Edison DOES NOT have or offer a rate for this customers specific needs.

56. As stated previously in numbered paragraphs 29, 30, 32 and 33 which clearly indicate that Ohio Edison's own internal company notes and memo's believed that the premises at 808 Brookfield Avenue, SE Masury, OH should be considered a residence and that position was verified by their own representative.

57. Regarding counsel for Ohio Edison's statement that the representative who verified and determined that the premises at 808 Brookfield Avenue, SE Masury, OH was in fact a residential property, counsel has failed to provide the Complainant as well as the Attorney Examiner with any documentation, tariff or company policy that states that the decision to verify or determine that a property is either commercial or residential much be determined by a company Attorney and not by any other company representative.

58. Counsel seems to also allege that the Complainant stated that the service at 808 Brookfield Avenue, SE Masury, OH would be reduced to approximately $100.00 a month. The Complainant stated that it was the Complainant's belief that the Complainant's monthly bill would drop substantially within a certain period of time. However, that didn't happen due to plans of the Complainant that did not materialize.

59. Counsel for Ohio Edison is really funny. Again, it has to all come back to the true and actual mental condition of counsel. Counsel, states and I quote, like this is an earth shattering discovery of someone's part. "and the Company has discovered that as of a least 2004, (mind you some 4 years ago) Complainant has been doing business through at least six different entities." Responding to counsel's claim is a waste of time and ridiculous. Counsel's only concern is not what Ohio Edison did or did not do, correctly, but the adverse claims and representations that can be alleged only in an effort to discredit the Complainant. What happened to dealing in facts? The Complainant is saddened by the state of mind of counsel for Ohio Edison.

60. Now the best is yet to come. Counsel for Ohio Edison goes on to state that and I quote, "Additionally, the company discovered Complainant recently purchased the commercial establishment in which he allegedly

resides. Clearly such a purchase could not have been based on $195.00 per month income." It's really sad to have to talk about a dying person, who's days a literally numbered, but in defense of the stated claim counsel has absolutely nothing whatsoever to base when claim upon. Counsel has opened the door for another action against not only Ohio Edison, but herself. Counsel has made inappropriate remarks that counsel has absolutely no way of supporting.

61. Counsel continues to ramble on and on in counsel's Argument #2, Section E. The Complainant explained to all parties concerned on June 25, 2008, that the Complainant had an Attorney review the minimum payment agreement. That the Complainant did not receive his second monthly check until the 25th of June, 2008, (the very same day that each of the parties spoke) and that the Attorney whom the Complainant had review the Agreement wanted to be paid upon the conclusion of speaking to the Attorney about his opinion of the Agreement. The Complainant was NOT able to pay the Attorney prior to receiving his check on June 25, 2008. Counsel for Ohio Edison took on her child like behavior because she did not get her way and verbally announced that she would no longer be willing to accept the Agreement she had

voluntarily made on June 3, 2008 and would be filing one of her famous Motions to withdraw counsel's willingness to accept a minimum payment of $100.00 a month during the pendency of the proceedings.

62. Once again in attempting to address counsel for Ohio Edison's remarks on page 9 of counsel's Motion the Complainant again states that the minimum payment as suggested by counsel clearly contradicts the Rule as outlined in numbered paragraph 7. The residential rate 10A does not apply to the Complainant, nor does the General Service commercial rate which is described as GS 21 or GS 23.

63. Regarding counsel for Ohio Edison's remarks with respect to Exhibit D. The documents which are marked as Exhibit D are incomplete, flawed with errors, and mistakes. The only intended purpose for Exhibit D is in an effort to swap any decisions by the Attorney Examiner based on Motions filed by the company, ie Ohio Edison through their counsel and meant to attempt to discredit and damage the Complainant in the eyes of an Attorney Examiner and the Commission. Exhibit D contains documents not relevant to this proceedings. Documents from another State and subsidiary of First Energy the parent company of Ohio Edison. Counsel for Ohio Edison's statement regarding Penn Power and

a so called write off is once again not relevant to this proceeding. And should not be considered by the Attorney Examiner or the Commission. The mere fact that someone has over the years for whatever reason filed for bankruptcy once again is not relevant to this proceedings. The Complainant has medical problems, once again the fact that the Complainant used medical certificates in the past, in another State and has no relevancy in this proceeding. The fact that counsel for Ohio Edison is attempting to attack the Complainant because the Complainant is a low income individual seems to be an issue that needs to be addressed in another forum which additional confirms the Complainant's claim of discrimination. Complainant will contact the American Civil Liberties Union with respect the counsel's claim and statement regarding the low income status of the Complainant and also the legal representative for Ohio Edison and First Energy.

64. The Complainant feels that attempting to address counsel for Ohio Edison's remarks, statements and claims as stated in counsel's Argument, Number 2, Section C would be inappropriate and should be addressed in another forum where issues of discrimination can better be addressed.

65. Counsel for Ohio Edison is reckless in her handling of this matter. The fact that Ohio Edison screwed up is no fault of the Complainant. The company through their Attorney and various filings is only trying to cover up their mistakes and errors. Not to mention the fact that now in writing through their Senior Attorney's mouth their clear claims of issues with low income individual as well as individual with medical problems the word discrimination takes on a whole to meaning. There are State and Federal agencies that will hopefully take a look at the Senior Attorney's comments as the legal representative not only in this proceedings for as spokes person for the company, ie Ohio Edison and the parent company First Energy.

66. As the Complainant in this proceedings, I understand and realize that desperate people do desperate things. In the case of counsel for Ohio Edison the Complainant understands and realizes that counsel's days are numbered, that individuals with life threatening illness such as cancer the outcome is generally bleak. That the mental state of someone who knows that they are going to die sooner rather they normally would have, while struggling each day to go on and hope that the horrible chemotherapy treatments that cancer victims have to endue will buy them at least one more day, has to be devastating. The Complainant

feels that counsel for Ohio Edison may not be of sound mind due to her medical condition, and therefore is lashing out at the Complainant knowing that in the end she has nothing really to loose by attempting to discredit the Complainant because of mistakes and errors made by the company, ie Ohio Edison where the Complainant's service is concerned.

67. Complainant stands by the claims made in the Complainant's Complaint in this matter.
68. Complainant has notified all parties accordingly, the Attorney Examiner and counsel for Ohio Edison as to emails and telephone calls to the Complainant by counsel for Ohio Edison.
69. Counsel for Ohio Edison was ask **NOT** to use the Complainant's personal email address under any circumstance.
70. On July 10, 2008, counsel for Ohio Edison had a third party email the Complainant after the Complainant specifically made the demand of counsel for Ohio Edison not to use the Complainant's personal email address ever again. (After receipt of emails dated June 5th and June 6th, 2008.
71. The Complainant is an ex parta telephone call discussed the matter of emails with the Attorney Examiner. The Attorney Examiner agreed with the Complainant it would have been appropriate that counsel for Ohio

Edison should have ask that she be permitted to email additional documents to the Complainant via the Complainant's personal email address and not just taken it upon herself to just use the Complainant's email address at will.

72. The Complainant plains to file a complaint with the Supreme Court Of Ohio Office Of Disciplinary Counsel against counsel for Ohio Edison for harassment.

73. Additionally telephone calls made to the Complainant by Counsel for Ohio Edison's have become annoying and harassing. Complainant has blocked any available and applicable telephone numbers for Ohio Edison and counsel for Ohio Edison.

74. Any additional telephone calls or email message, etc. from Ohio Edison or counsel for Ohio Edison will be dealt with accordingly through criminal complaints for harassment.

75. The Complainant attempted to make it clear at the time of each and every proceeding that the Complainant has certain obligations that would need to be addressed over the months of June, July, August and September, 2008, and that the Complainant may not always be available at times when matters pretaining to this particular proceeding may require the attention or paticipation of the Complainant. Not to mention

any unforeseen occurances or emergencies.

Respectfully Submitted,

Thomas E. Merchant, Complainant
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IN THE MATTER BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Thomas E. Merchant,

Complainant

vs CASE NO. 08-428-EL-CSS

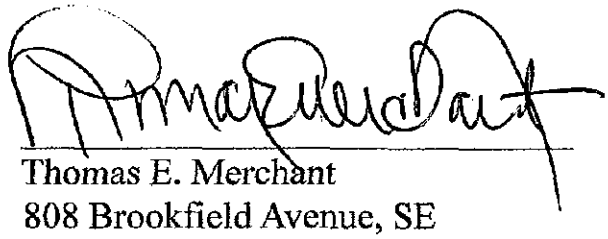
Ohio Edison,

Respondent

CERTIFICATE OF SERVICE

AND NOW, this 17th day of July, 2008, I certify that I will serve upon the Respondent a copy of the Complainant's Response to Respondent's foregoing Motion to Dismiss or Alternatively to Set a Minimum Payment Schedule on July 18th, by First Class Mail, Postage Prepaid upon:

Kathy J. Kolich
Senior Attorney
Ohio Edison Company
76 South Main Street
Akron, OH 44308



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