

EXHIBIT A

**In the Matter of the Review of the
Alternative Energy Rider Contained in the
Tariffs of Ohio Edison Company, The
Cleveland Electric Illuminating Company,
and the Toledo Edison Company**

AFFIDAVIT OF DEAN W. STATHIS

Dean W. Stathis, being first duly sworn, states as follows:

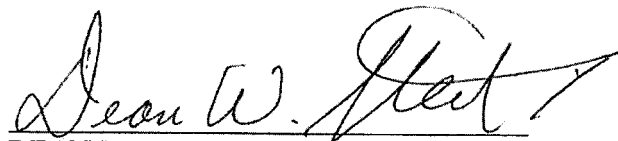
2. Because employees of RCS represent the marketing arm of the regulated utilities, they are considered regulated marketing function employees by the Federal Regulatory Commission (“FERC”). This classification requires two organizational separations from the rest of FirstEnergy Corp. (“FE”) and its affiliates. First, from an affiliate restrictions standpoint, RCS must be independent of, and separate from, FirstEnergy Corp.’s unregulated power supply subsidiary, FirstEnergy Solutions (“FES”). This is primarily accomplished through separate physical work locations, separate corporate identification credentials, separate IT Systems and

mandatory affiliate restrictions training administered by the FE Corporate Compliance Department. Secondly, RCS must be separated from the regulated transmission function of FE to ensure that RCS does not receive non-public transmission information. This separation is similarly accomplished by separate physical work locations, separate corporate identification credentials, separate IT Systems and FERC mandatory standards of conduct training administered by the FE Corporate Compliance Department.

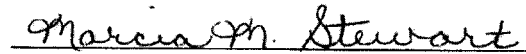
3. With respect to the information received from or relating to bidders and bids in the RFPs at issue, RCS maintained separate physical and electronic files that can only be accessed by RCS personnel or others within FirstEnergy Service Company on a need to know basis, i.e., only to persons having a legitimate business reason to access such data. Prior to the audits conducted in this case, this information was not shared with anyone outside of FirstEnergy Service Company and Navigant Consulting, Inc.

4. My department and others within FirstEnergy Service Company provided certain information to the Staff of the Public Utilities Commission of Ohio and the two auditors in this case with the understanding that, consistent with our internal policy and with our contractual obligations to the RFP bidders and alternative energy suppliers, transaction-specific information – such as the names of bidders making specific price bids – would remain confidential. Among other things, the Staff and auditors were provided: (a) the specific identities of the specific REC suppliers who participated in the RFPs; (b) the specific prices for the RECs bid by specific suppliers in response to each RFP; and (c) detailed financial information regarding specific REC transactions between the suppliers and the Companies.

5. RCS continues to protect the confidential information received from or relating to bidders and bids in the RFPs at issue from public disclosure.


DEAN W. STATHIS

Sworn to and subscribed in my presence by Dean W. Stathis on this 7th day of
February, 2013.


Notary Public

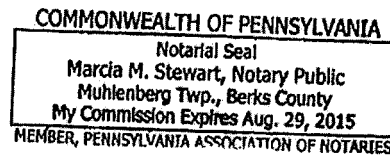


EXHIBIT B

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Review of The)	
Alternative Energy Rider Contained in)	
The Tariffs of Ohio Edison Company, The)	Case No. 11-5201-EL-RDR
Cleveland Electric Illuminating Company)	
and The Toledo Edison Company.)	

PROTECTIVE AGREEMENT

This Protective Agreement ("Agreement") is entered into by and between the Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company (collectively, the "FirstEnergy EDUs" or "Company") and the Office of the Ohio Consumers' Counsel ("OCC") (collectively with the Company, the "Parties"). This Agreement is designed to facilitate and expedite the exchange with OCC of all information in the discovery process in this proceeding, as this "Proceeding" is defined herein. It reflects agreement between the Company and OCC as to the manner in which "Protected Materials," as defined herein, are to be treated. This Agreement is not intended to constitute any resolution of the merits concerning the confidentiality of any of the Protected Materials or any resolution of the Company's obligation to produce (including the manner of production) any requested information or material.

1. The purpose of this Agreement is to permit prompt access to and review of such Protected Materials in a controlled manner that will allow their use solely for the purposes of this Proceeding while protecting such data from disclosure without a prior ruling by an administrative agency of competent jurisdiction or court of competent jurisdiction regarding whether the information deserves protection.

2. "Proceeding" as used throughout this document shall mean the above-captioned case, including any appeals and cases with which the above-captioned case is consolidated.

3. "Protected Materials" shall mean documents and information furnished on or after the execution of this Agreement and so designated by the Company by conspicuously marking each document or written response as "CONFIDENTIAL" or "COMPETITIVELY SENSITIVE CONFIDENTIAL" or by counsel for the Company orally notifying OCC's counsel, on the deposition record, prior to a response to a question posed at a deposition that the response is considered "Protected Materials." Protected Materials shall not include any information or documents contained in the public non-confidential files of any state or federal administrative agency or court and shall not include documents or information which at, or prior to, commencement of this Proceeding is or was otherwise in the public domain, or which enters into the public domain except that any disclosure of Protected Materials contrary to the terms of this Agreement or protective order or a similar protective agreement made between the Company and other persons or entities shall not be deemed to have caused such Protected Materials to have entered the public domain.

4. Protected Materials provided in the context of this Proceeding shall be provided to OCC for use by OCC in conjunction with this Proceeding. Nothing in this Agreement precludes the use of any portion of the Protected Materials that becomes part of the public record or enters into the public domain except that any disclosure of Protected Materials contrary to the terms of this Agreement or protective order or a similar protective agreement made between the Company and other persons or entities shall not be deemed to have caused such Protected Materials to have entered the public domain. Nothing in this Agreement precludes OCC from using any part of the Protected Materials in this Proceeding in a manner not inconsistent with this Agreement, such as by filing Protected Materials under seal.

5. As used in this Agreement, the term "Authorized Representative" shall include OCC's counsel of record in this Proceeding and other attorneys, paralegals, economists, statisticians, accountants, consultants or other persons employed or retained by OCC who do not participate directly or indirectly in the buying and selling of renewable energy credits and engaged in this Proceeding who are either a signatory to this Agreement or who have executed a Non-Disclosure Certificate in the form attached hereto as Exhibit A prior to any access.

6. Access to Protected Materials is permitted to OCC's Authorized Representatives who are either a signatory to this Agreement or who have executed a Non-Disclosure Certificate in the form attached hereto as Exhibit A prior to any access. OCC shall treat all Protected Materials, copies thereof, information contained therein, and writings made therefrom (including, without limitation, Protected Materials comprised of portions of transcripts) as proprietary and confidential, and shall safeguard such Protected Materials, copies thereof, information contained therein, and writings made therefrom so as to prevent voluntary, inadvertent, or accidental disclosure to any persons other than OCC's Authorized Representatives.

7. In the event that any OCC Authorized Representative ceases to be engaged in this Proceeding, access to any Protected Materials by such person shall be terminated immediately and such person shall promptly return Protected Materials in his or her possession to another Authorized Representative of OCC and if there shall be no such Authorized Representative, such person shall treat such Protected Materials in the manner set forth in Provision 12 hereof as if this Proceeding herein had been concluded. Any person who has signed the attached Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement even if no longer so engaged.

8. Unless otherwise agreed to in writing by the Company, OCC may not disclose Protected Materials or writings regarding their contents to any individual or entity other than to

an Authorized Representative of OCC, provided however, OCC may disclose Protected Materials for use in this Proceeding to employees or persons working for or representing the Public Utilities Commission of Ohio in connection with this Proceeding, other party's counsel so long as the party has signed a protective agreement with the Company and the counsel for that party has signed the applicable non-disclosure certification with the Company (depending on whether the Protected Materials to be shared have been marked as "CONFIDENTIAL" or "COMPETITIVELY SENSITIVE CONFIDENTIAL.") OCC may also use or disclose the Protected Materials as provided in Provisions 9 and 11 of this Agreement.

9. If OCC desires to include, utilize, refer, or copy any Protected Materials in such a manner, other than in a manner provided for herein, that might require disclosure of such material, OCC shall first give notice to the Company, specifically identifying each of the Protected Materials that could be disclosed in the public domain or to third persons without the permission of the Company and not subject to a protective order or protective agreement with the Company. OCC will serve said notice on the Company, to the attention of one of the Company's counsel in this case by one of the following methods: (1) hand-delivering the notice to the counsel's offices, or (2) sending the notice to the counsel's offices by an overnight delivery service, or (3) hand-delivering the notice to counsel in person at any location, or (4) sending the notice to counsel via email during regular business hours. Service effected by the any of the first three methods listed in the prior sentence shall be deemed made at the time of delivery to the Company's counsel and shall be accompanied by notice to counsel via email during regular business hours. If service is made by email (method "(4)", *supra*), the Company shall respond to OCC by email (during regular business hours) acknowledging the receipt of such notice, and service by OCC shall be deemed to be made at the time of the sending of such responsive email during regular business hours. After service of OCC's notice, the Company shall have five (5)

business days within which to file, with an administrative agency of competent jurisdiction or court of competent jurisdiction, a motion and/or affidavits with respect to each of the identified Protected Materials demonstrating the reasons for maintaining the confidentiality of the Protected Materials. The affidavits for the motion shall set forth facts delineating that the documents or information designated as Protected Materials have been maintained in a confidential manner and the precise nature and justification for the injury that would result from the disclosure of such information. If the Company does not file such a motion within five (5) business days of OCC's service of the notice, then the Protected Materials shall be deemed nonconfidential, not a trade secret and not subject to this Agreement.

The Parties agree to seek *in camera* proceedings by the administrative agency of competent jurisdiction or court of competent jurisdiction for arguments or for the examination of a witness that would disclose Protected Materials. Such proceedings should be open only to the Parties, their counsel who are either a signatory to this Agreement or who have executed a Non-Disclosure Certificate in the form attached hereto as Exhibit A prior to any access, other OCC Authorized Representatives, and others authorized by the administrative agency or court to be present.

Any portions of the Protected Materials that the administrative agency of competent jurisdiction or court of competent jurisdiction has deemed to be protected shall be filed under seal. OCC may file Protected Materials under seal or use Protected Materials *in camera* in this Proceeding regardless of whether OCC seeks a ruling that the Protected Materials should be in the public domain. All Protected Materials filed under seal shall remain confidential pending a ruling by such administrative agency or court.

10. It is expressly understood that upon a filing made in accordance with Provision 9 or Provision 11 of this Agreement, the burden shall be upon the Company to show that any

materials labeled as Protected Materials pursuant to this Agreement are confidential and deserving of protection from disclosure.

11. OCC will give the Company notice if OCC receives a public records request for Protected Materials. The Company will have five (5) business days after service of OCC's notice to file a pleading before a court of competent jurisdiction to prevent disclosure of the Protected Materials in question. During the same five business day period, OCC will consider its own independent determination under the Public Records Act as to whether such Protected Materials are "public records" subject to mandatory disclosure under Section 149.43 of the Ohio Revised Code and OCC, in its discretion, may consult with the Company regarding any additional information needed in order to reach that determination. Also during the same five business day period, OCC will not disclose or produce the Protected Materials in response to the request unless ordered to disclose the Protected Materials during the same five business day period by a court of competent jurisdiction. OCC will notify the Company within three business days of service of OCC's notice if OCC has independently determined that the Protected Materials are not "public records," so that the Company may avoid filing a pleading before a court of competent jurisdiction. If the Company files such a pleading before a court of competent jurisdiction to prevent disclosure of the Protected Materials, OCC will continue to protect the Protected Materials as required by this Agreement pending an order of the court. If the Company does not file at a court of competent jurisdiction within five (5) business days of service of OCC's notice, then such Protected Materials can be deemed by OCC to be non-confidential, not a trade secret, and not subject to this Agreement. Notice in this provision will be effected in the same manner as the notice in Provision 9 of this Agreement.

Alternatively, the Company may provide notice to OCC that the Protected Material may be disclosed by the OCC in response to a public records request. Notice to OCC in this

Provision 11 will be effected by means of the alternatives set out in Provision 9 of this Agreement regarding notice to the Company.

If, under Ohio's public records law, a court awards a relator or person attorney's fees or statutory damages in connection with OCC's non-disclosure or delayed disclosure of Protected Materials, then the Company will pay such awarded fees and/or statutory damages to the relator or person so that the State of Ohio, OCC and OCC's employees and officials are held harmless.

12. Once OCC has complied with its records retention schedule(s) pertaining to the retention of the Protected Materials and OCC determines that it has no further legal obligations to retain the Protected Materials and this Proceeding (including all appeals and remands) is concluded, OCC shall return or dispose of all copies of the Protected Materials unless the Protected Materials have been released to the public domain (in a manner not inconsistent with the terms of this Agreement, a protective order, or a similar protective agreement with the Company) or filed with a state or federal administrative agency or court under seal. OCC may keep one copy of all testimony, cross examination, transcripts, briefs and work product pertaining to such information and shall maintain that copy under secure conditions as provided in this Agreement.

13. By entering into this Protective Agreement, OCC does not waive any right that it may have to dispute the Company's determination regarding any material identified as confidential by the Company and to pursue those remedies that may be available to OCC before an administrative agency or court of competent jurisdiction. Nothing in this Agreement precludes OCC from filing a motion to compel with regards to disclosure.

14. By entering into this Protective Agreement, the Company does not waive any right it may have to object to the discovery of confidential material on other grounds and to pursue those remedies that may be available to the Company before the administrative agency of

competent jurisdiction or court of competent jurisdiction.

15. Inadvertent production of any document or information during discovery without a designation of "Confidential" will not be deemed to waive the Company's claim to its confidential nature or estop the Company from designating the document or information at a later date. Disclosure of the document or information by OCC prior to such later designation shall not be deemed a violation of this Agreement and OCC bears no responsibility or liability for any such disclosure. OCC does not waive its right to challenge the Company's delayed claim or designation of the inadvertent production of any document or information as "Confidential."

16. This Agreement represents the entire understanding of the Parties with respect to Protected Materials and supersedes all other understandings, written or oral, with respect to the Protected Materials. No amendment, modification, or waiver of any provision of this Agreement shall be valid, unless in writing signed by both Parties. Nothing in this Agreement should be construed as a waiver of sovereign immunity by OCC.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

FirstEnergy EDUs
BY:

Carmie McLean
Counsel

11-29-12
Date

Office of the Ohio Consumers' Counsel
BY:

Melissa R. Yates
Counsel

11-29-12
Date

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Review of The)
Alternative Energy Rider Contained in)
The Tariffs of Ohio Edison Company, The)
Cleveland Electric Illuminating Company) Case No. 11-5201-EL-RDR.
and The Toledo Edison Company.)
)
)

NON-DISCLOSURE CERTIFICATE

I certify my understanding that Protected Materials may be provided to me pursuant to the terms and restrictions of the Protective Agreement, last executed this _____ day of _____, 201____, and certify that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of Protected Materials, and any writings, memoranda, or any other form of information regarding or derived from Protected Materials shall not be voluntarily disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of this "Proceeding" as defined in Provision 2 of the Protective Agreement.

Signature: _____

Printed Name: _____

Company: _____

Address: _____

Telephone: _____

Date: _____

EXHIBIT C

Exhibit C

Confidential Designations of Direct Testimony of Wilson Gonzalez

Page	Line	Type of Protected Information
5	13	Pricing
5	16	Supplier-identifying
5	18	Pricing
7	2-3	Supplier-identifying
7	5-6	Pricing
7	8	Pricing
8	12	Pricing
8	19-20	Pricing
11	7	Pricing
11	13	Pricing
11	14-15	Pricing
16	4-5	Pricing
18	7	Pricing
18	14	Supplier-identifying
18	16-18	Supplier-identifying
18	21	Supplier-identifying
19	1-3	Pricing & Supplier-identifying
19	5-13	Supplier-identifying
19	16-17	Supplier-identifying
19	19-20	Supplier-identifying
19	FN, 23	Supplier-identifying
20	1-8	Supplier-identifying
20	10-15	Supplier-identifying
21	4	Supplier-identifying
23	2-3	Pricing
23	9	Pricing
23	13-14	Pricing
26	6	Supplier-identifying
31	2	Pricing
33	8-13	Pricing
34	12	Pricing
34	14	Pricing
35	5	Pricing
36	3	Pricing
36	5	Pricing
36	13	Pricing
36	15	Supplier-identifying
36	18	Pricing
Exhibit WG-3		Pricing
Attachment 3, p. 1		Pricing

EXHIBIT D

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

**In the Matter of the Review of the
Alternative Energy Rider Contained in the
Tariffs of Ohio Edison Company, The
Cleveland Electric Illuminating Company,
and the Toledo Edison Company**

Case No. 11-5201-EL-RDR

AFFIDAVIT OF DANIEL R. BRADLEY

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Daniel R. Bradley, being first duly sworn, states as follows:

1. I am a Director in Navigant Consulting, Inc.'s Energy Practice. On behalf of Navigant, I worked on each of the six regulated procurements processes held on behalf of Ohio Edison Company (the "RFPs"), The Cleveland Electric Illuminating Company and The Toledo Edison Company (the "Companies") to meet their alternative energy requirements under Ohio law.

2. I submitted a letter to the Commission on October 26, 2012, regarding reasons that Navigant Consulting, Inc. believes that the public release of the information that the Companies received from or relating to bidders and bids during the RFPs, which is contained in the "Final Report/Performance Audit of the Alternative Energy Resource Rider of FirstEnergy Ohio Utility Companies for October 2009 through December 31, 2011" (the "Exeter Report"), may result in harm to Ohio's ratepayers by discouraging prospective bidders from participating in future competitive procurements conducted by any utility in Ohio thereby creating less competition and in turn higher prices for renewable energy.

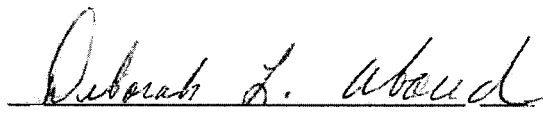
3. A true and correct copy of this letter is attached as Exhibit A.

4. Navigant continues to believe that the public disclosure of the information that the Companies received from or relating to bidders and bids during the RFPs, which is contained within the Exeter Report, may result in harm to Ohio's ratepayers by discouraging prospective bidders from participating in future competitive procurements conducted by any utility in Ohio thereby creating less competition and in turn higher prices for renewable energy. Considerations supporting Navigant's opinion are set forth in Exhibit A and include:

- Publicly disclosing the identity of winning or non-winning bidders, ranges of prices received in bids, prices of selected bids, and information from which prices may be derived has a chilling effect on participation because participants are likely to believe disclosure of that information puts them at a competitive disadvantage in the market-place compared to their competitors or in the context of business transactions with counterparties.
- Bidders in general do not want their bidding data disclosed, as that could reveal their bidding strategies and valuations, and discourage them from participating in future procurements. Since bidders have become extremely sophisticated, disclosing details of bids could also allow bidders to discern bidding strategies of other bidders which can lead to gaming of future bidding processes, resulting in less than competitive outcomes.
- Most bidders consider their bid prices to be highly sensitive and competitive information. Their participation in markets can be decided upon the disclosure requirements in a particular market or jurisdiction.


DANIEL R. BRADLEY

Sworn to and subscribed in my presence by Daniel R. Bradley on this 1st day of February, 2013.


Notary Public

DEBORAH L. ABOUD
NOTARY PUBLIC, State of New York
No. 01AB4995633
Qualified in Kings County
Commission Expires April 27, 20 14

EXHIBIT A

AFFIDAVIT OF DANIEL R. BRADLEY

Transmission Cover Sheet for Letter of Commentary to the PUCO**Date:** October 26, 2012**Case Number:** 11-5201-EL-RDR**Case Title:** Final Report Management/Performance Audit of the Alternative Energy Resource Rider of the FirstEnergy Ohio Utility companies For October 2009 Through December 31, 2011**Document Description:** The following document is letter of commentary regarding the potential release of confidential bidding information disclosed to Exeter Associates for their Management Audit of the Alternative Energy Resource Rider of the FirstEnergy Ohio Utility companies For October 2009 Through December 31, 2011.**Length:** 2 pages**Document Originator:**

Daniel Bradley | Director | Energy | Navigant
1400 Old Country Road | Suite 402 | Westbury, NY 11590
516-876-6235 Office | dbradley@navigant.com

Facsimile Operator:

Lucas Porter | Consultant | Energy | Navigant
1400 Old Country Road | Suite 402 | Westbury, NY 11590
516-876-6268 Office | 201-306-1942 Mobile

RECEIVED-DOCKETING DIV
2012 OCT 29 AM 11:26
PUCO

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business.
Technician _____ Date Processed **OCT 29 2012**



1400 Old Country Road
Suite 402
Westbury, NY 11590
516.876.6234 phone
516.876.1068 fax

October 26, 2012

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

Re: Case No. 11-5201-EL-RDR

It is our understanding that the Public Utilities Commission of Ohio ("PUCO" or the "Commission") is considering disclosing an un-redacted version of a report prepared by Exeter Associates, Inc. ("Exeter") for this docket entitled *"Final Report Management/Performance Audit of the Alternative Energy Resource Rider of the FirstEnergy Ohio Utility companies For October 2009 Through December 31, 2011"* dated June 15, 2012. The purpose of this letter is to help inform the Commission of potential ramifications of releasing this report in un-redacted form so that it may weigh these ramifications along with the other factors raised by the parties in making a decision. In summary, for the reasons discussed below we believe that releasing the Exeter report in un-redacted form may result in harm to Ohio's ratepayers by discouraging prospective bidders from participating in future competitive procurements conducted by any utility in Ohio thereby creating less competition and in turn higher prices for renewable energy. We believe that this harm outweighs the benefit of releasing an un-redacted report to improve transparency.

By way of background, Navigant Consulting, Inc. ("Navigant") is a world-wide consulting company, listed on the NYSE, having a diverse practice including about 300 consultants working on projects in the energy industry. As such, Navigant has extensive experience working for clients which include public and government owned utilities, regulatory commissions, generation (both renewable and non-renewable) and transmission developers, financial institutions, investors, and other interested parties on scores of electric utility competitive procurements throughout the U.S. Having worked on such procurements from these myriad perspectives, we believe we bring a unique perspective to issues such as the one addressed herein. Relevant to this docket, Navigant has served as the Independent Evaluator ("IE") on the six regulated renewable procurements ("RFPs") performed for the FirstEnergy Ohio Utilities ("FEOUs") for the period 2009-2011. Therefore, in addition to the broad perspective we believe we can provide on the instant issue based on our experience with diverse clients throughout the U.S., we have specific knowledge of the information contained in the Exeter report.

Based upon this experience and knowledge we would ask the Commission to consider the following considerations.

- **Encouraging Market Participation**—Navigant has found the most successful markets are those that have successfully convinced a large number of bidders to participate in their markets. Publicly disclosing the identity of winning or non-winning bidders, ranges of prices received in bids, and prices of selected bids has a chilling effect on participation because participants are likely to believe disclosure of that information puts them at a competitive disadvantage in the marketplace compared to their competitors or in the context of business transactions with counterparties. In addition, there is no obvious compelling benefit in disclosing identities of either winning or non-winning bidders. Further, based on our experience, similar information is generally only disclosed in competitive procurements in other U.S. jurisdictions when a compelling reason has been shown. We are not aware of any such compelling reason for disclosure here.
- **Encouraging Market Competition**—Navigant believes it is incumbent upon the Commission to evaluate whether the information released would be contrary to the objective of encouraging and sustaining competitive bidding processes in Ohio. Bidders in general do not want their bidding data disclosed, as that could reveal their bidding strategies and valuations, and discourage them from participating in future procurements. Since bidders have become extremely sophisticated, disclosing details of bids could also allow bidders to discern bidding strategies of other bidders which can lead to gaming of future bidding processes, resulting in less than competitive outcomes.
- **Procedural Changes**—Bidders prefer to participate in markets with clearly defined rules and procedures and may be reluctant to participate in markets where there is perceived to be arbitrary rule changes. Most bidders consider their bid prices to be highly sensitive and competitive information. Their participation in markets can be decided upon the disclosure requirements in a particular market or jurisdiction.

We understand that one of the Commission's goals is to promote a strong and vibrant competitive renewables market. We also appreciate and understand that there will always be pressure on the Commission to promote the most transparent process possible. However, those objectives are at odds on this issue.

For the reasons discussed above, I recommend against the release of the Exeter report in an unredacted form.

Sincerely,



Daniel Bradley
Director
Navigant Consulting

CC: Council of Record

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/7/2013 4:50:15 PM

in

Case No(s). 11-5201-EL-RDR

Summary: Exhibit to Motion for Protective Order electronically filed by MR. DAVID A KUTIK on behalf of Ohio Edison Company and The Cleveland Electric Illuminating Company and The Toledo Edison Company