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Kathy J. Kolich Senior Attorney 2008 JUL -3 AM 9:51

330-384-4580 Fax: 330-384-3875

PUC0

July 2, 2008

Ms. Renee J. Jenkins
Director, Administration Department
Secretary to the Commission
Docketing Division
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

Dear Ms. Jenkins:

Re: Ohio Edison Company's Motion to Dismiss or Alternatively to Set a Minimum Payment Schedule During the Pendency of This Proceeding
Case No. 08-428-EL-CSS

Enclosed for filing, please find the original and twelve (12) copies of Ohio Edison Company's Motion to Dismiss or Alternatively to Set a Minimum Payment Schedule During the Pendency of This Proceeding regarding the above-referenced case. Please file the enclosed Motion, time-stamping the two extras and returning them to me in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me if you have any questions.

Very truly yours,

kag Enclosures

cc: Parties of Record

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 Fechnician Pate Processed 7-3-0.5

# BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

Thomas E. Merchant,	)	
	)	
Complainant,	)	
	)	
VS.	)	CASE NO. 08-428-EL-CSS
	)	
Ohio Edison Company,	)	
	)	
Respondent.	)	

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

Pursuant to Rule 4901-1-12 of the Ohio Administrative Code and for the reasons more fully discussed in the attached memorandum in support, Respondent, Ohio Edison Company respectfully requests that the instant action be dismissed with prejudice and the stay currently in effect be lifted for Complainant's failure to abide by a Commission Entry. In the event that this request is denied, Ohio Edison, again for reasons more fully discussed in the attached, asks that the Commission establish a minimum payment schedule during the pendency of this proceeding consistent with the requirements of the Ohio Administrative Code.

Respectfully submitted,

Kathy J. Kolich (Reg. No. 0038855)

Senior Attorney

FirstEnergy Service Company

76 South Main Street Akron, Ohio 44308

Phone: 330-384-4580

Fax: 330-384-3875

On behalf of Ohio Edison Company

### MEMORANDUM IN SUPPORT OF MOTION

#### I. INTRODUCTION

On or about April 2, 2008, Complainant, Thomas E. Merchant, filed a complaint against Ohio Edison Company ("Company" or "Ohio Edison") alleging various causes of action and requesting that "a 'Stay' be issued, upon receipt of [his] Formal Complaint ...", in an effort to prevent Ohio Edison from disconnecting service while the complaint is pending. (Complaint at unnumbered page 5.) In her Entry of May 14, 2008, the Attorney Examiner assigned to this matter noted that Rules 4901-9-01[D] and 4901:1-10-19 of the Ohio Administrative Code authorized her to prevent the disconnection of service provided that "the customer pays either the undisputed portion of the bill or the amount paid for the same billing period in the previous year." (May, 14, 2008 Entry, pp. 2-3.) Complainant is doing neither. Because Complainant is alleging qualification under a residential rate, rather than the commercial rate under which he is currently being billed, the attorney examiner granted a temporary stay until a prehearing conference could be held to determine the undisputed portion of the bill. (Id. at 3.) In this same Entry, a prehearing conference was scheduled for June 3, 2008. (Id.) On June 1, 2008, via a voice mail to the Attorney Examiner, Complainant requested that the prehearing conference be rescheduled, originally asking for a date in "mid-July." The parties agreed to hold a prehearing teleconference on June 25, 2008. The teleconference occurred and the hearing date is tentatively scheduled for mid-September.

On or about June 3, the parties tentatively entered into a minimum payment schedule during the pendency of this proceeding. Complainant was asked to review the agreement in which the terms and conditions of the arrangement were documented and to

provide any comments to Company's counsel. No response was received after three weeks and as a result of events more fully discussed below, the Company withdrew its offer of a minimum payment arrangement prior to Complainant's acceptance.

On or about June 6, 2008, Ohio Edison served upon Complainant certain discovery requests, including a request for access to Complainant's premises. Upon receipt of such discovery requests, Complainant contacted counsel for the Company indicating his objection to the request for access to the premises and the parties agreed to arrange a teleconference with the attorney examiner assigned to this matter in order to resolve their differences. Said teleconference was held on June 20, 2008 wherein the attorney examiner concluded that Ohio Edison was entitled to access and ordered Complainant to make arrangements for the same. Complainant orally informed the hearing examiner that he would not provide such access and confirmed this in writing in an email, a copy of which is attached as Exhibit A. Moreover, during the prehearing teleconference, Complainant assured counsel for the Company that responses to the interrogatories that were due on June 26, 2008 would be received by counsel no later than June 30, 2008. To date, counsel has not received said responses and Complainant has not returned counsel's calls.

Complainant should not be rewarded for his lack of respect for the regulatory process and this Commission's authority. Accordingly, for the reasons more fully discussed below, Ohio Edison asks (1) that this matter be dismissed with prejudice; (2) that the stay from disconnection that is currently in place be immediately lifted; and (3) that Ohio Edison be authorized to proceed with its collection and, if necessary, disconnection procedures consistent with the provisions of the Ohio Administrative Code

and the Company's Commission approved tariff, PUCO No. 11. In the event that the Commission does not dismiss this matter, Ohio Edison asks in the alternative that a minimum payment arrangement consistent with the provisions of the Ohio Administrative Code be put into effect during the pendency of this proceeding.

### II. ARGUMENT

# A. The Attorney Examiner Was Correct in Finding that Ohio Edison Was Entitle to Access to Complainant's Premises.

In the Complaint, Complainant alleges discrimination because Ohio Edison does not offer a three phase residential rate. (Complaint, unnumbered page 1.) A central issue in this case is the nature of the premises in which Complainant allegedly resides. In order to determine the exact nature of the premises a visual inspection is necessary. Complainant claims that the Company already had an opportunity to visit the premises (Exhibit A.) However, such a visit was conducted by a service representative, *prior to the bringing of this action*, for the single purpose of determining whether or not the premises had a bed and a kitchen. Inasmuch as the service representative is not an attorney, nor is she familiar with the laws, rules and regulations surrounding the characterization of a facility as residential or commercial for purposes of litigation, Respondent is entitled to a visual inspection of the facility as permitted by Section 4901-1-20 of the Ohio Administrative Code 1 in order to properly prepare its defense. 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

This section of the Code provides in pertinent part: "...any party may serve upon any other party a written request to: ... (3) Permit entry upon designated land or other property for the purpose of inspecting, measuring, surveying photographing, testing or sampling the property or any designated object or operation thereon."

changed. Finally, as indicated on attached Exhibit C, Complainant has accused Company counsel of not having any first hand information surrounding this matter. Such an inspection would provide counsel with such information. In light of the foregoing, the attorney examiner was correct to find that Ohio Edison is entitled to access to Complainant's premises.

B. The Ohio Supreme Court Has Allowed Dismissal With Prejudice When Certain Conditions Surrounding a Party's Failure to Abide by a Court Order are Met.

The Ohio Supreme Court has indicated that when determining whether a dismissal is an appropriate discovery sanction, courts should remember "the tenet that disposition of cases on their merits is favored in the law." Quonset Hut, Inc. v. Ford Motor Co. (1997), 80 Ohio St.3d 46, 48, 684 N.E.2d 319, quoting Jones v. Hartranft (1997), 78 Ohio St.3d 368, 371, 678 N.E.2d 530. The Court therefore advised that courts should exercise their discretion in granting dismissals "on purely procedural grounds" in a "careful" and "cautious" manner. Id. The Court however went on to say that a reviewing court "will not hesitate to affirm the dismissal of an action when 'the conduct of a party is so negligent, irresponsible, contumacious or dilatory as to provide substantial grounds for a dismissal with prejudice for a failure to \* \* \* obey a court order." Quonset Hut, Inc., supra, at 48, 684 N.E.2d 319, quoting Tokles & Son, Inc. v. Midwestern Indemn. Co. (1992), 65 Ohio St.3d 621, 632, 605 N.E.2d 936. (internal quotation omitted). In Jones v. Hartranft, the Court described the factors a court should consider when determining if dismissal is an appropriate sanction for a discovery violation: "Proper factors for consideration in a ... dismissal with prejudice include the drawn-out history of the litigation, including a plaintiff's failure to respond to interrogatories until

threatened with dismissal, and other evidence that a plaintiff is deliberately proceeding in dilatory fashion or has done so in a previously filed, and voluntarily dismissed, action. See Link v. Wabash RR. Co. (1962), 370 U.S. 626, 633-635, 82 S.Ct. 1386, 1390-1391, 8 L.Ed.2d 734, 740-741; Indus. Risk Insurers v. Lorenz Equip. Co. (1994), 69 Ohio St.3d 576, 635 N.E.2d 14, syllabus." Jones, supra, at 372.

### C. <u>Complainant's Actions Justify Dismissal With Prejudice.</u>

Three months ago, Complainant requested a stay from disconnection during the pendency of this proceeding, which has been granted. (May, 14, 2008 Entry, pp. 2-3.) To date, Complainant has canceled the prehearing initially scheduled on June 3, 2008, rescheduling it more than three weeks later. Moreover, Complainant is allegedly not available at any time prior to September 11, 2008 for the hearing. And now Complainant is precluding Ohio Edison from gathering information critical to the preparation of its defense by refusing to answer interrogatories and ignoring a Commission directive to provide the Company access to his premises. In the interim, Complainant is in essence receiving free electricity, given that he has not made a payment on his account since November, 2007, accruing more than a \$10,000 arrearage. Moreover, as indicated on attached Exhibits D and E, Complainant has a history of "gaming the system" in order to avoid disconnection of his electric service, having filed at least eight bankruptcies, resulting in discharge twice and the write off by Ohio Edison's wholly owned subsidiary, Pennsylvania Power Company, of almost \$50,000 for unpaid electric bills. In addition to the bankruptcy filings, as Exhibit D demonstrates, Complainant also sought medical certifications until no more could be had, applied for low income assistance and being terminated from the program for failing to make minimum payments and filed complaints

with the public service commissions in the states in which he resides. Clearly Complainant's actions in this proceeding, as well as previously filed and then dismissed bankruptcy and other legal proceedings over the past six years indicates his propensity to draw out a legal proceeding with the goal of postponing disconnection for nonpayment of services for as long as possible. In light of the foregoing, Complainant's dilatory and contumacious actions justify the dismissal with prejudice of this proceeding.

# D. <u>Alternatively, a Minimum Payment Arrangement Consistent with the Ohio Administrative Code Should be Established.</u>

If the Commission does not believe that dismissal at this juncture is warranted, Ohio Edison alternatively requests that a minimum payment arrangement consistent with the provisions of the Ohio Administrative Code be established. Section 4901-9-01(D) of the Ohio Administrative Code provides in pertinent part:

If a person filing a complaint against a public utility is facing termination for service by the public utility, the person may request, in writing, that the commission provide assistance to prevent the termination of service during the pendency of the complaint. The person must explain why he or she believes that service is about to be terminated and why the person believes that the service should not be terminated. A person making a request for assistance must agree to pay during the pendency of the complaint all amounts to the utility that are not in dispute. [italics added.]

Similarly, Section 4901:1-10-19(C) of the Code provides in pertinent part:

Where the customer has ... filed a formal complaint with the commission which reasonably asserts a bona fide dispute, the EDU cannot disconnect service when the customer pays either the undisputed portion of the bill or the amount paid for the same billing period in the previous year. [italics added.]

In light of the foregoing, the Ohio Administrative Code requires a complainant to pay, at a minimum, either the undisputed portion of the bill, or the amount in the same billing period in the previous year. The hearing examiner concluded that the amount in

dispute could not be determined. Inasmuch as Complainant is asking to be billed under a residential rate, the Company has no objection to Complainant being required to pay the amount as calculated under the Company's residential rate during the pendency of this proceeding. Based on Complainant's consumption history, he would be billed under. Residential Rate 10A.

### E. The Tentative Minimum Payment Agreement is Null and Void.

The parties attempted to enter into a minimum payment agreement in which Complainant would pay \$100 per month while this matter was pending, with the first payment coming due on July 20, 2008. This amount was agreed to in part because Complainant alleges that he only receives \$195 per month in income and that his consumption would be reduced to a level that would amount to approximately \$100 per month in electricity costs as also alleged in his complaint (Complaint, last sentence on bottom of page 1.) Since tentatively entering into this agreement, Complainant has refused to provide the Company access to his premises as directed by the Attorney Examiner, Complainant has failed to respond to interrogatories in a timely manner, Complainant has run up an electric bill in June of more than \$800 by consuming more than 4,000 kWh, and the Company has discovered that as of at least 2004, Complainant has been doing business through at least six different entities<sup>2</sup> (see Exhibit E). 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 per month income.

<sup>&</sup>lt;sup>2</sup> The Company cannot get any more current information on this issue because Complainant has refused to participate in the discovery process, failing to respond to interrogatories.

The Company entered into the tentative agreement based on the assumption that Complainant was acting in good faith and would attempt to resolve this matter in a timely manner. His actions of blocking the Company from preparing its defense, his blatant representations, and his prolonging procedurally this matter for as long as he can have demonstrated that this assumption was in error. Moreover, as a condition of the minimum payment arrangement becoming binding, it was to be reduced to writing and executed by Complainant. After three weeks of non-action by Complainant and his recent activities during the discovery process, the Company revoked the agreement, notifying Complainant of this fact on June 23, 2008. Inasmuch as the agreement was revoked before it became effective, the tentative agreement no longer exists and the Commission is free to establish a minimum payment arrangement consistent with the requirements of the Ohio Administrative Code. Complainant should not be rewarded for his dilatory actions by requiring the Company to be bound by the terms tentatively agreed upon and subsequently revoked.

#### III. SUMMARY

In sum, Complainant's actions amount to nothing more than him "thumbing his nose" at the regulatory process in general and the Commission's authority in particular. While this case is pending, Complainant is protected from disconnection for nonpayment by virtue of the stay that has been granted in the instant action and, during such time, Complainant as of the date of this filing has received electric service since the end of 2007 for which he has not paid. Every day that this proceeding continues is another day Complainant is receiving free electric service. He should not be rewarded for his actions and, accordingly, the Complaint in this matter should be dismissed with prejudice, the

stay be immediately lifted and Ohio Edison be authorized to proceed with its collection and, if necessary, disconnection procedures consistent with the Ohio Administrative Code and its Commission-approved tariff, PUCO No. 11. Or alternatively, if the Commission does not dismiss this matter, the Commission, at a minimum, should order the Complainant to pay an amount equal to that which he would be billed under the Company's residential rate during the pendency of this proceeding.

Respectfully submitted,

Kathy J. Rolich (Reg. No. 9038855)

Senior Attorney

FirstEnergy Service Company

76 South Main Street Akron, Ohio 44308

Phone: 330-384-4580

Fax: 330-384-3875

On behalf of Ohio Edison Company

### **CERTIFICATE OF SERVICE**

THIS IS TO CERTIFY that a copy of the foregoing Motion to Dismiss or Alternatively to Set a Minimum Payment Schedule and the related Memorandum in Support was served upon Thomas E. Merchant, 808 Brookfield Ave. S.E., Masury, Ohio 44438, by overnight delivery service, postage prepaid, this 2<sup>nd</sup> day of July, 2008.

Kathy J. Kolich. Esquire

Merchant v. Ohio Edwar Company Case No 08-428-EL-CSS mtd (07-02-08) Exhibit A



"Thomas E. Merchant" <thomasemerchant@hotmail . com>

06/20/2008 03:59 PM

cc <kjkolich@firstenergycorp.com>

bcc

Subject Request for Ohio Edison to Enter My Property.....

To Greta See <greta.see@puc.state.oh.us>

History

This message has been forwarded.

Dear Miss See:

As we discussed both sides of the issue regarding the above subject matter, I <u>WILL NOT</u> permit anyone entry into my residence/property located at 808 Brookfield Avenue, SE Masury, OH 44438. Should there be a problem, I will not hesitate to call the police or to file criminal charges for harassment. I stand by my position that this is just another game the company is trying to play. Ohio Edison has already inspected by building and it was determined by their representative that I met the qualifications necessary for residential service.

Thomas E. Merchant

Earn cashback on your purchases with Live Search - the search that pays you back! Learn More



Merchant v. Ohio Elison Case No. 08-428-EL-CSS Motion to Dismus (07.02.08) Exhibit B

### Merchant v. Ohio Edison company Case No. 08-428-EL-CSS Exhibit C - 07-02-08 MTD

Dear Attorney Kolich,

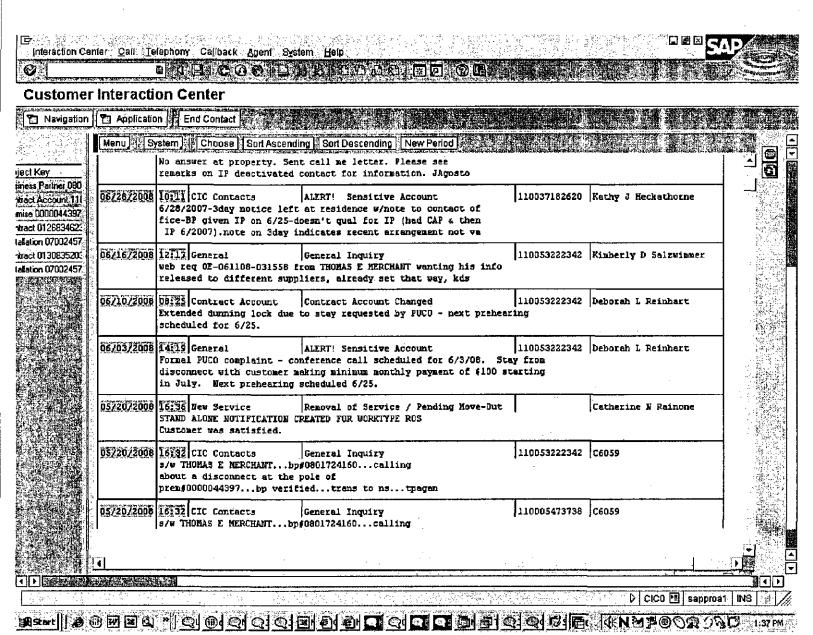
I gave you permission to email me the Payment Agreement. Please IMMEDIATELY STOP sending me any other emails. You DO NOT, NOR have you ever ask my permission to email me any other documents. This is an example of how Ohio Edison operates. They do whatever it is they so desire. If need be and if you continue without my express written permission to send me emails I will be forced to block your email address. I DO NOT wish to play your games. The problem here is very simple. Ohio Edison screwed up, misleading me into believing something that was no true. Ohio Edison does not offer residential rates for customers with 3 phase service. Under such rates my bill would be much less. It was Ohio Edison's own representative that made the statement to me that residential rates are about a 1/4 to a 1/3 of what commercial rates are. Is this just another lie and false mispresentation on the part of Ohio Edison? Your answers to my Complaint are a joke and even laughable. YOU were never once a party to any of the conversations I had with any representative, nor were you present at the time the young lady came to inspect my building, so you have no first hand knowledge of anything that was discussed. The PUCO representative that took my complaint said that the company admitted that they dropped the ball in my case. YOU have never once been present, a party to any telephone conversations or personal one on one meeting or meetings. YOU DO NOT KNOW WHAT YOU ARE TALKING ABOUT! These filings of yours are only a joke and another scam on the part of Ohio Edison for their errors and mistakes. It has been suggested to me that Ohio Edison may need to be forced to establish residential 3 phrase rates. I suggest that the companies records are flawed with errors and mistakes. I truly believe the company doesn't know what they are doing. My position is that your answers are false and misleading. That the commission is being mislead, intentionally or otherwise by the content of your answers with information that YOU do not personally know to be the truth or not. I have a legal right to the process. Your games regarding settlement I find amusing. You are speaking out two sides of your mouth. You apparently only agreed with Miss See to make it appear that you were putting your best foot forward and to make it appear that you were willing to be agreeable. As I see it you're only making a fool of yourself by your so called change of heart through these stupid, ridiculous filings. As for the floodlight. Your company disconnected the electric service years ago at 8236 Ulp Street, and admitted that that failed to also disconnect the two floodlights. However, one of the floodlights was wired directly to my electric service, how did that happen? Can you or anyone from Ohio Edison prove my claim otherwise. The answer is NO! None of you, the company or yourself were ever personally a witness to my claim, so you DO NOT know truthfully, or honestly and cannot dispute my claim. Did you personally accompany the representative to my building the day the young lady came to inspect it? The answer is once again NO! Do you personally know first hand what the conversation consisted of. Under the circumstance would the young lady lie when questioned if it meant that her job might somehow become involved. Do I really need to answer that. Of course she would in addition to the company telling her to lie and what she should say or not say. I am 55 years old and know from personal experience that people will lie if need be or if they think their employer want them to say something which would benefit the company especially in a situation such as this where there is a complaint of wrong doing, etc.. Instead of you jerking me around and filing all of your ridiculous claims why don't you and Ohio Edison find some way of establishing residential 3 phrase service rates. As for my bill, the issue of residential rates, etc. I could have applied for (HeatShare, PIPP, Energy Assistance and Winter Crisis) and most likely received benefits under various low income programs, while if need be make payment arrangements not afforded to me

under commercial rates. I realize this is all a game to you and the company. YOUR representative came to my building to inspect it and she did. I see absolutely no reason another person, representative or even yourself needs to enter my building again. As for my pets, le dogs what are they any of your business, or Ohio Edison's? I have no bank accounts, checking or savings. I have no other financial assets such as stocks or bonds, etc.. As for the cars located at 808 Brookfield Avenue. I think you are crazy. You could be in for a huge surprise. I couldn't begin to tell you what cars have ever been at my property. Friends and neighbors have parked their cars at my building when they were trying to sell them. My friends personal business is NONE of yours or Ohio Edison's. If you want to get into a pissing match with respect to the wrong doings of Ohio Edison, I'm game. YOUR employer SCREWED UP and now as always with such situations YOU and the comapny are trying your best to make me out to be the bad quy. I am more than willing to challenge your answers to my complaint because YOU DO NOT know what YOU are talking about. As for cutting the line at the pole. Do you know that the company has not done this? When the service at 8236 Ulp Street was disconnected, was the line cut at the pole when the service was disconnected? Regarding a vacant commercial property located at 759 Brookfield Avenue. Has the service been disconnected to that establishment? If it has, at the time it was disconnected was the service cut at the pole? You need to go back and review the records for 808 Brookfield Avenue, SE and YOU will see a track record that reflects at the time of disconnection, the service was always cut at the pole. I have checked with others who were involved with the building in the past and they confirmed that Ohio Edison ALWAYS cut the service at the pole when the service was disconnected. Does Tony Delgros or Jeff Sirianni owe Ohio Edison a bill for 759 Brookfield Avenue? You don't have to answer that, but has the service been cut at the pole whether they do or not. Tony hasn't paid anyone. He was involved years ago with this building in trying to buy it from the man I did and was thrown out for none payment of \$60,000.00 plus dollars. So my question is and will be regarding service being cut at the pole, is it routine or only for certain customers? Is this policy and if it is I would like to see it. and if it isn't why then has the company routinely cut the service at the pole at 808 Brookfield Avenue? Also regarding vehicles. I DO NOT PERSONALLY OWN ANY VEHICLES. I have no income tax returns. I have not filed in years. I receive Public Assistance and do not have to file a return. As for you trying to enter my building. I feel that it is an invasion of my privacy just as I do you taking it upon yourself to begin sending me emails that you never ask my permission to send me. You had my permission to send me ONE email, nothing more. SO PLEASE STOP!!! IMMEDIATELY!!! If you need to send me something, send it by mail or by whatever delivery means you so desire. DO NOT SEND SOMEONE, a personal messenger to my residence. Use the mail service, etc.. As for my income. I receive \$97.50 every couple of weeks along with medical benefits and food stamps in the amout of \$162.00 a month. I COMPLETELY OBJECT TO YOUR REQUEST TO GO STRAIGHT TO A HEARING. This is just another foolish ploy on the part of Ohio Edison. I will ask Miss See to deny the companies request. When the payment agreement was discussed the other day, your exact words were based on my income my offer of \$100.00 was a good faith effort considering that the \$100.00 was more than half of my income. So now it's a different story and has become "let the games begin." Let's go straight to hearing. I have a legal right to due process through the Commission. Oh, and by the way I thought you had allot of nerve showing up at my residence. My question is, just who do you think you are? Your employer screws up and I am the one that is being abused, emotionally and financially. YOUR COMPANY needs to file the proper tariffs, etc. for residential 3 phrase service. If the company does not offer customers these kind of rates then who's fault is it and is it not discrimanation? I sure think so and so do others such as the PUCO. Your employer has made mistake after mistake after mistake. The company's record keeping is flawed. No one knows what they are talking about and has no first hand knowledge of what I am saying one way or another. Ohio Edison needs to get their house in order.

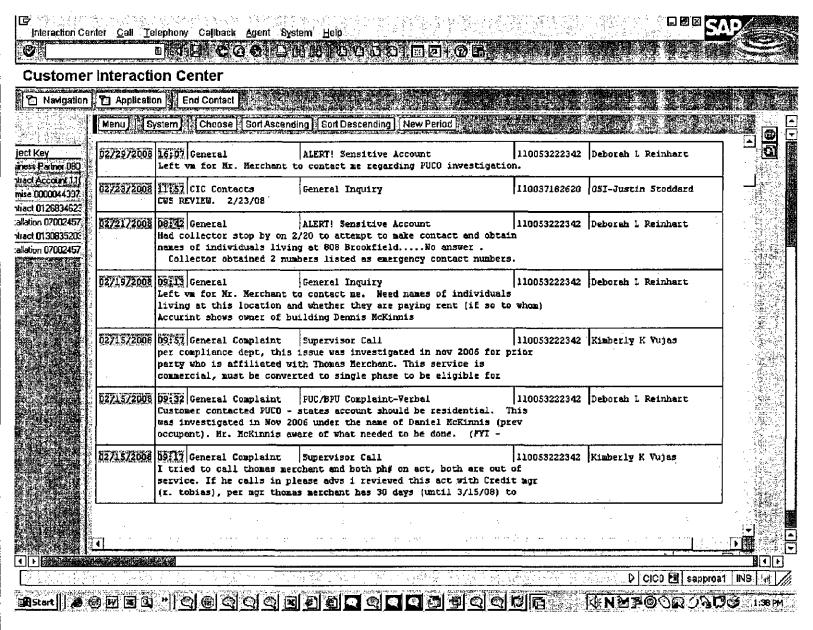
I wish you would read your most recent filing. Why not make it easy on yourself. You keep repeating yourself over and over again with respect to your position and request. Sad, really sad. It's a waste of everyone's time. You need to stop thinking your GOD!

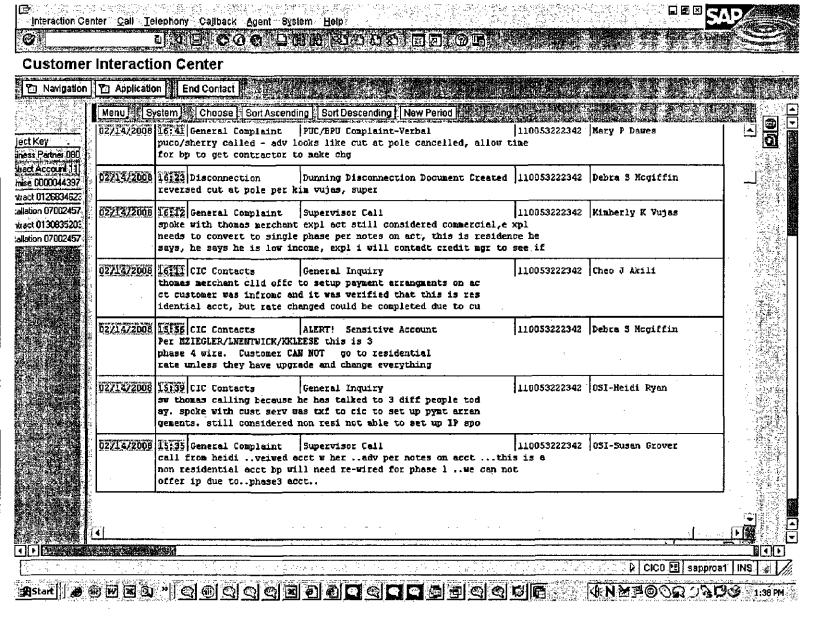
Thomas E. Merchant

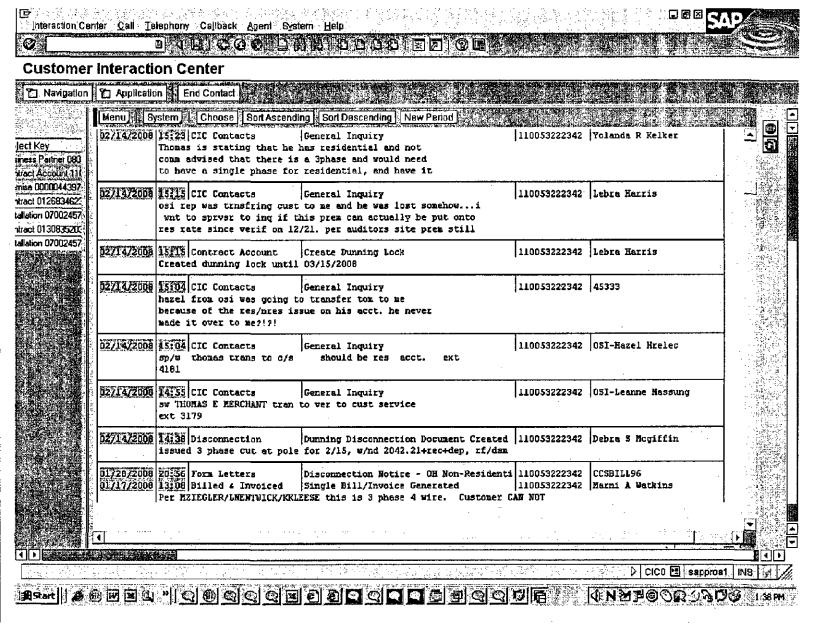
Merchant v. Ohio Edison
Case No. 08-428-EC-CSI
Exhibit #D (MTD)
Customer Contact Summary

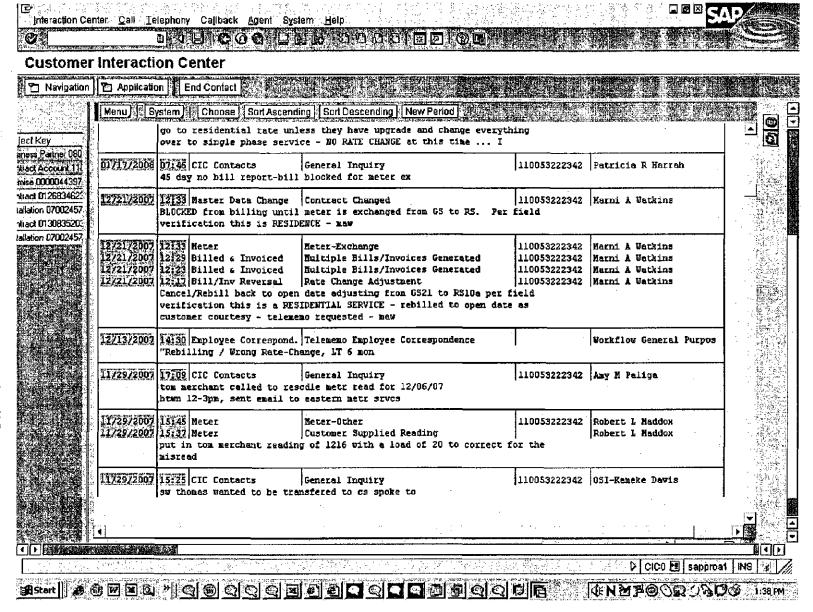


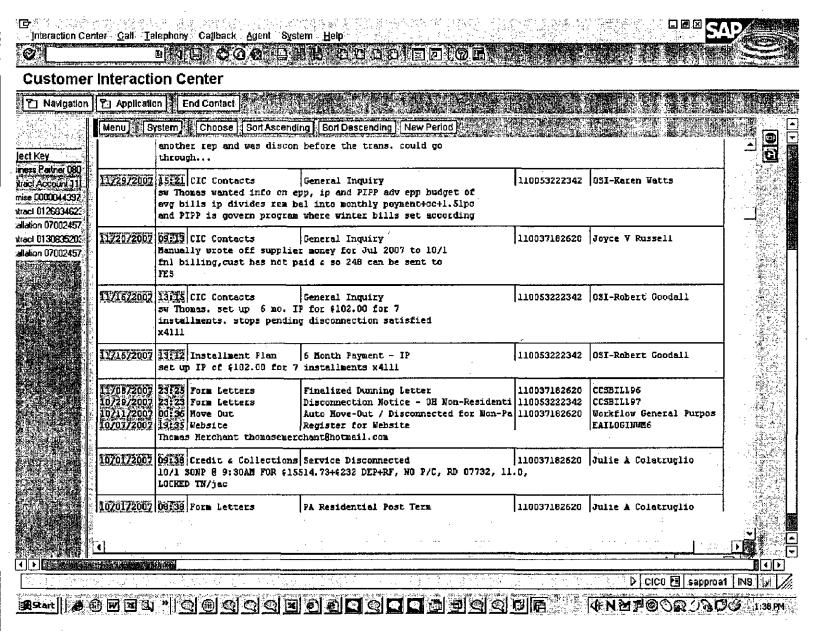
[直発하다 아니 아이 아이 사용 경험에 있었다. 하는 아이들이 가능하는 경찰을 받으면 Interaction Center Call Telephony Caliback Agent System Help Customer Interaction Center 🖺 Navigation 🖺 Application 🕻 End Contact 🖟 System Choose Sort Ascending Sort Descending New Period about a disconnect at the pole of G ject Key prem#0000044397...bp verified...trans to ns...tpagen iness Partner 060 05/20/2008 16:31 Master Data Change | Personal Data Changed C6059 itract Account 111 s/w THOMAS E MERCHANT ...updated phones...tpagan mise 0000044397 tract 0126834623 05/12/2008 14:21 Contract Account 110053222342 Deboreh L Reinhart Contract Account Changed tallation 07002457 Prehearing conference to be scheduled for 6/3/08. stract 0130835203 110053222342 Deborah L Reinhart 15:23 Contract Account Contract Account Changed tallation 07002457 Changed dunning procedure from Ohio Won Res to Landlord/Tenant....this is an old restaurant converted into residence (multiple tenants.) 110053222342 | Sandra L Alger 04/30/2008 12/59 Credit & Collections General Inquiry/Other left v/msg for cust t/call ~ (9231.35 pst due) needed by 5/14 to maintain acct .. cust claims should be resi acct - was told needs to have it wired for single phase (currently 3ph comm) .. dunning lock 04/28/2008 20:44 Form Letters Disconnection Notice - OH Non-Residenti | 110053222342 | CCSBILL96 03/28/2008 16:05 Credit & Collections General Inquiry/Other 110053222342 | Sandre L Alger emld d reinhart - disp bill til 4/16/06 - cust says resi but it is 3PH acct ... cust told to get rewired to single phase ... what is the progress on this acct .. cust cld PUCO .. sdp (Top 30 list) 03/26/2008 14:51 Contract Account 110053222342 Renee Maye-Tranmell Contract Account Changed changed lock date to 30 days per special rev ops durning lock removal project 03/14/2008 09:41 CIC Contacts 110053222342 Amanda M Cortese General Inquiry ph Ken Shafter called to see if there were one or two meters at 808 BROOKEFIELD AVE MASURY OH adv him there waso nly one he then asked if the name on D CICO E sapproa1 INS

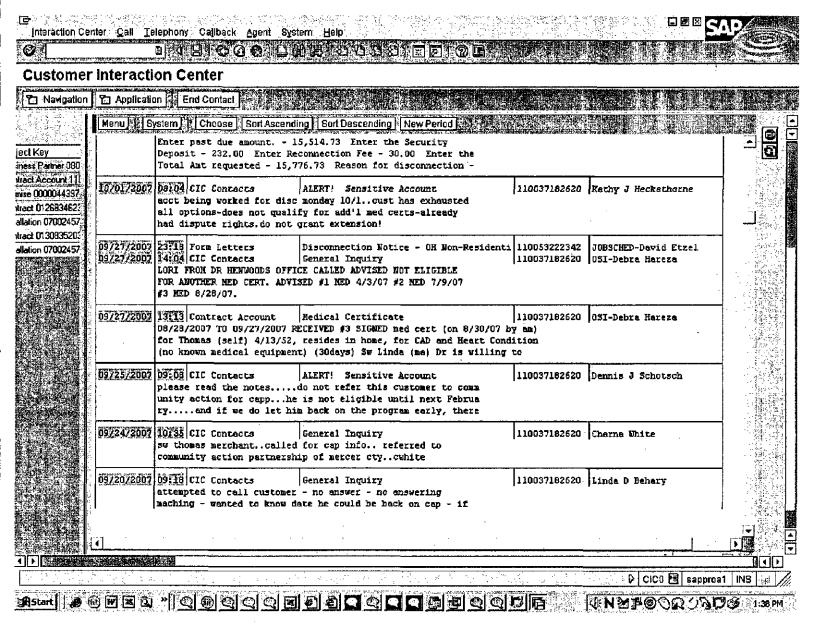


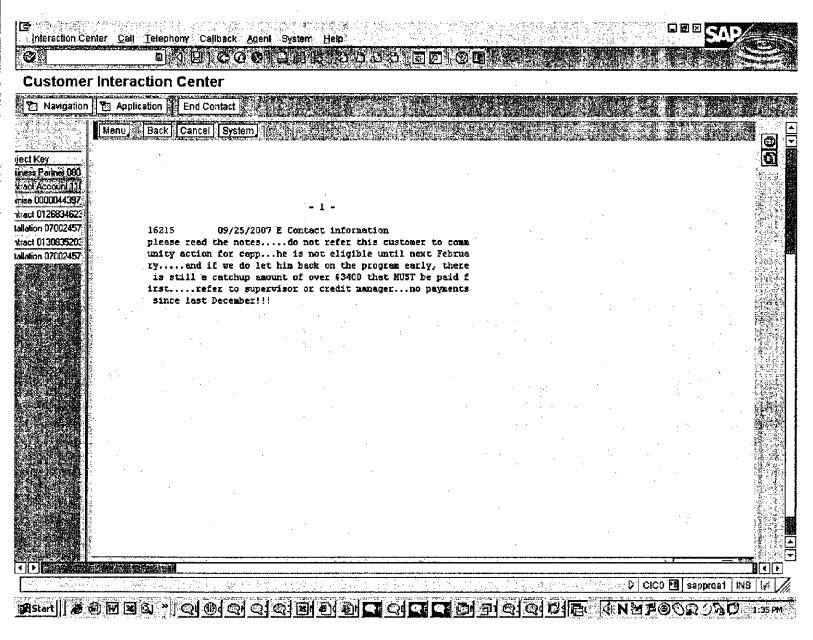


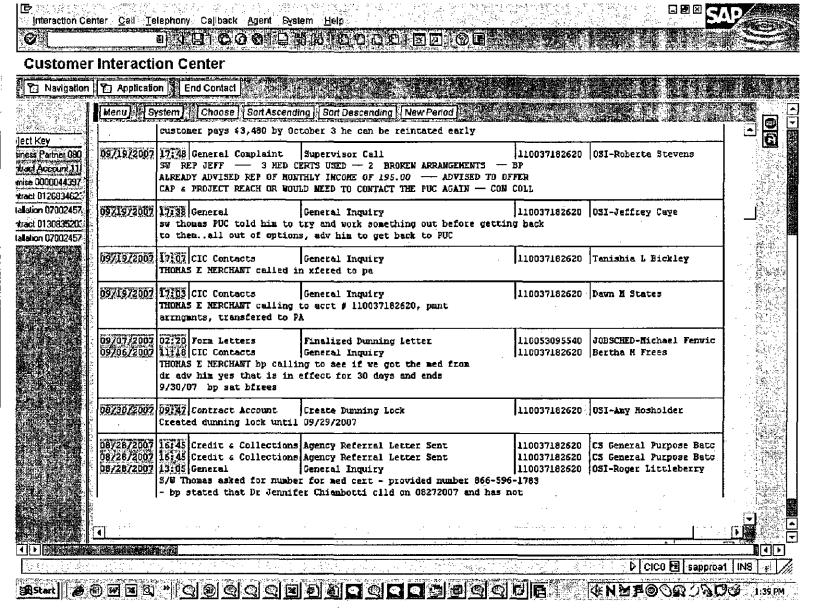


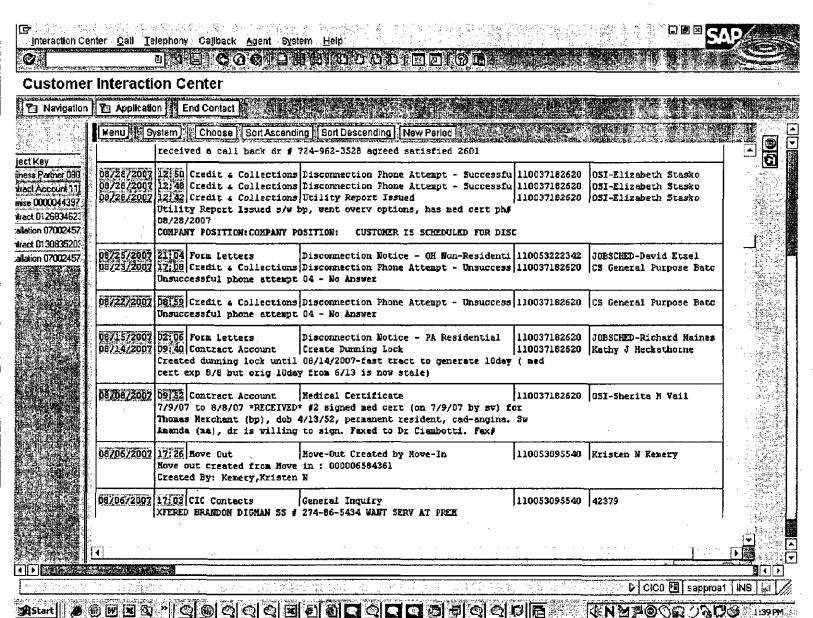


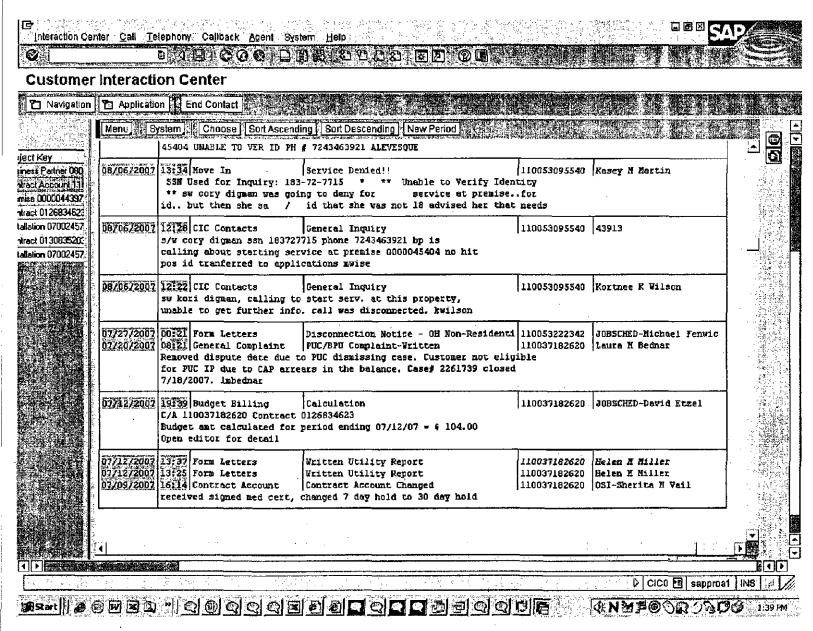


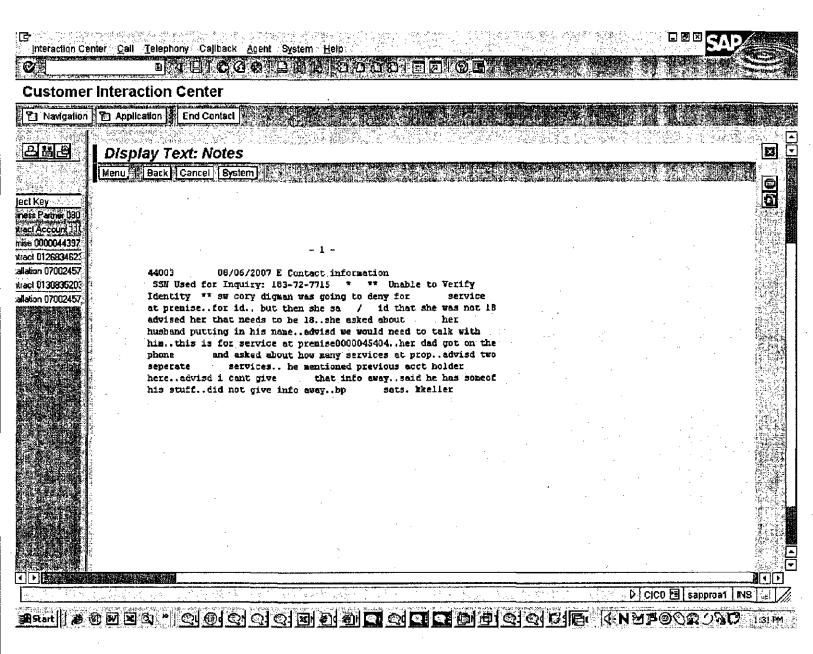


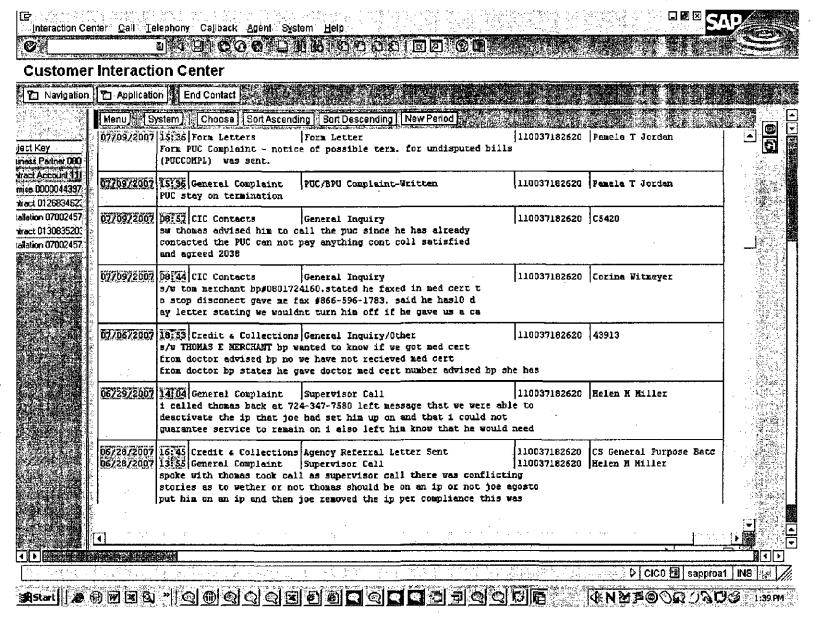


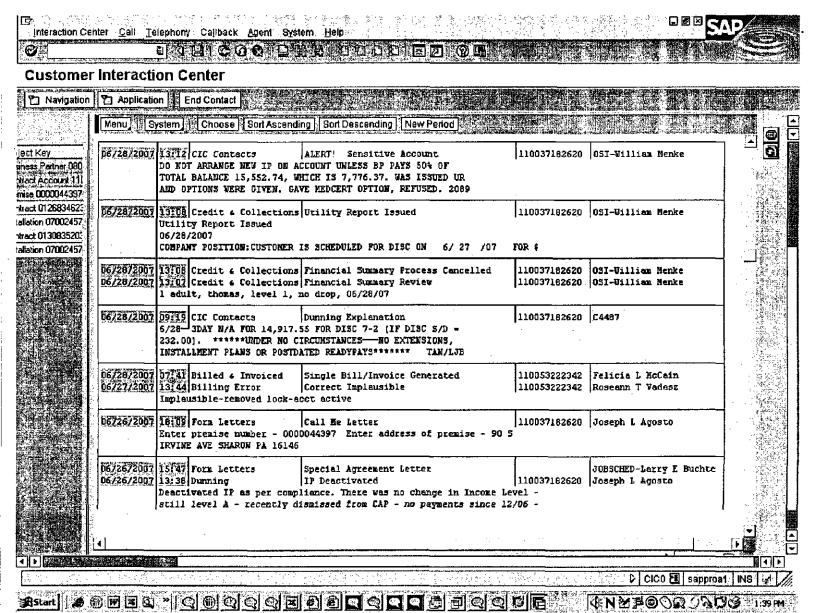


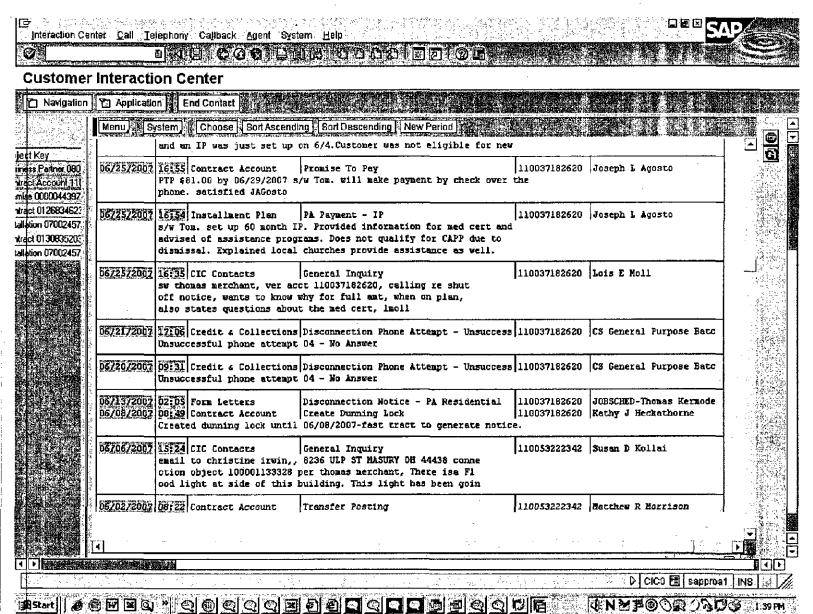


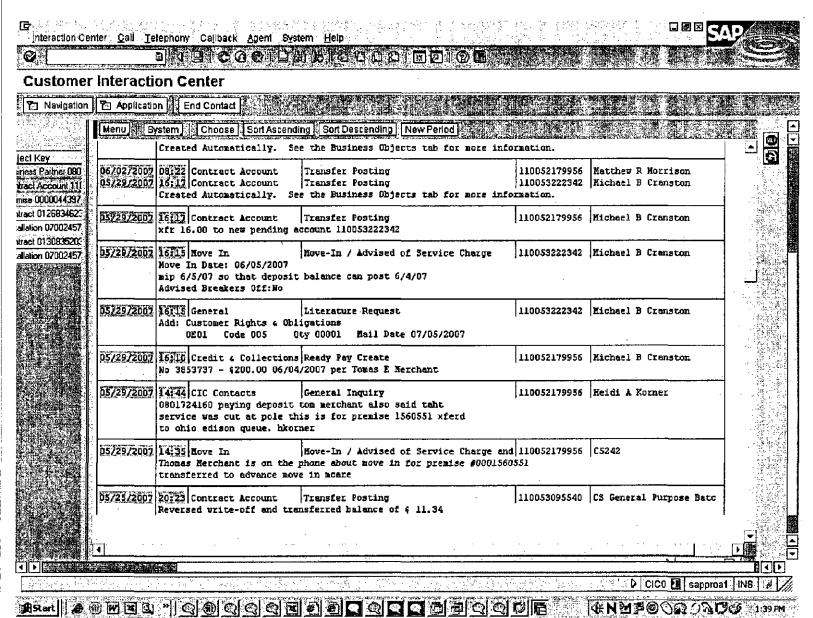


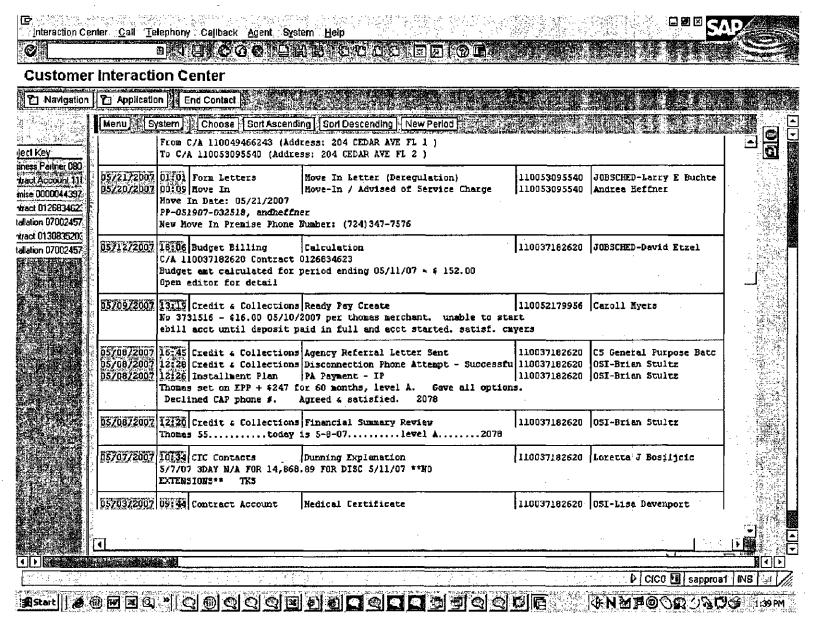


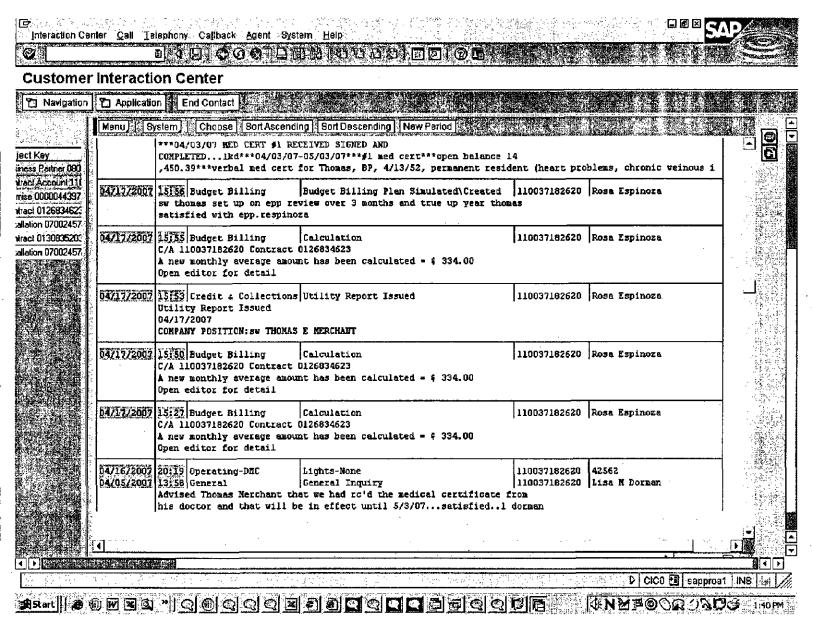


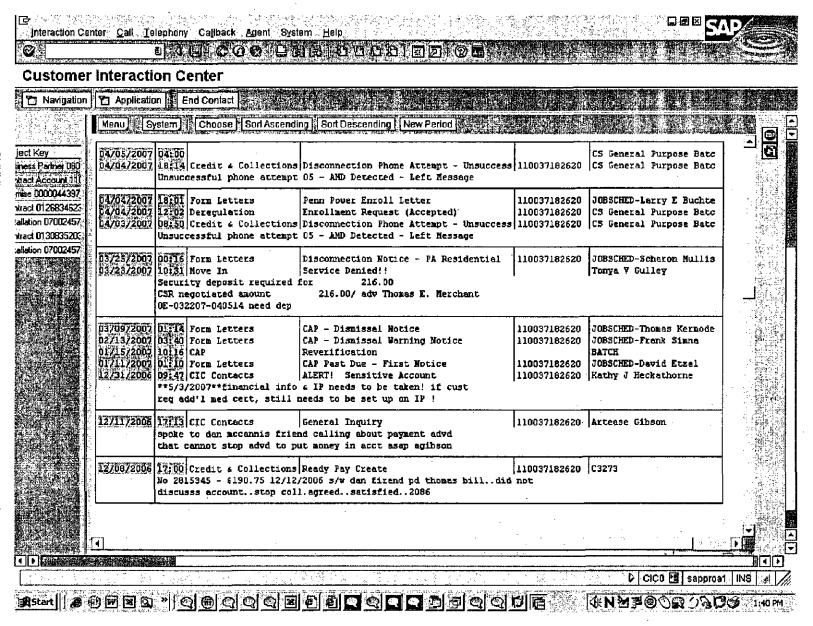


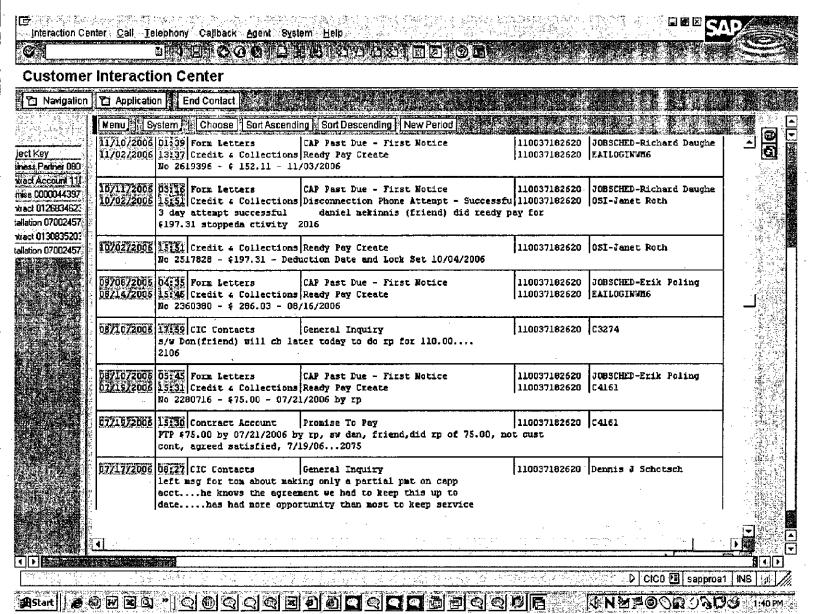


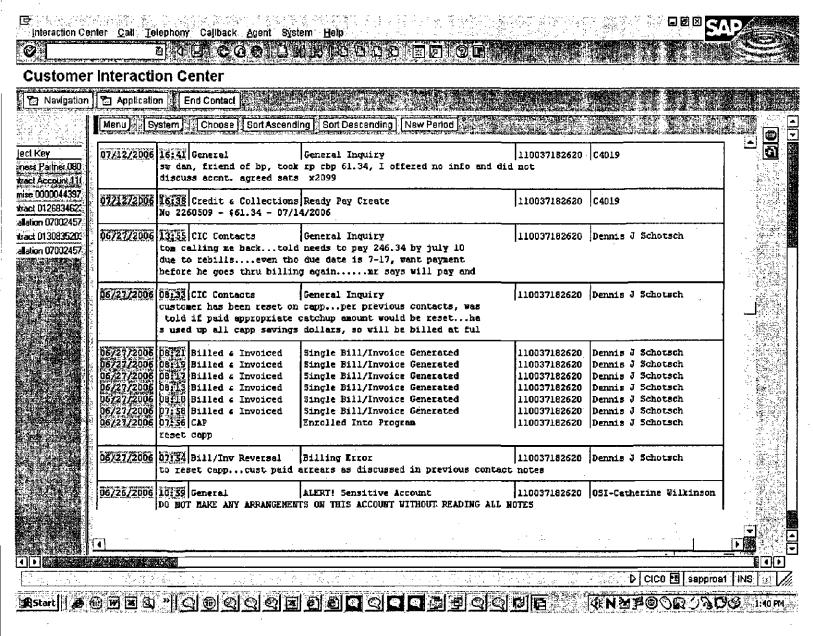


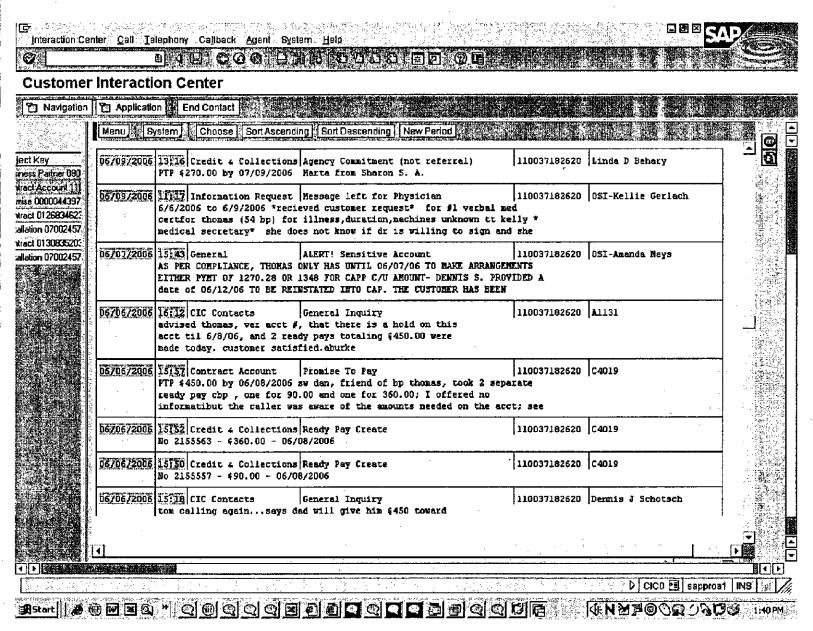


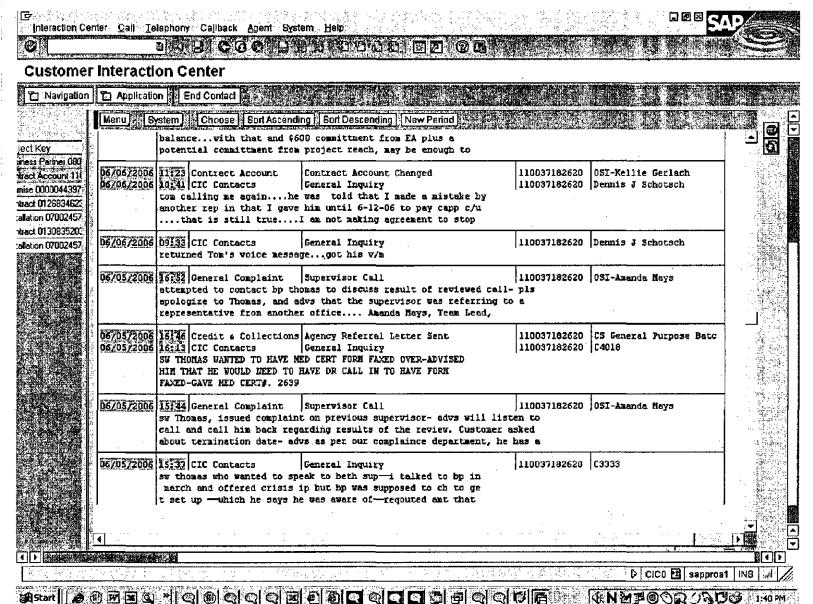


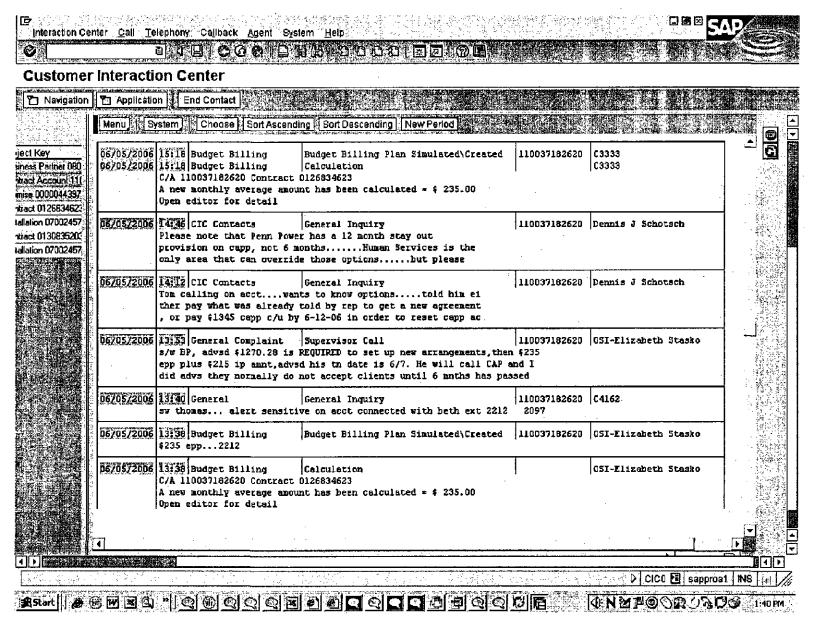


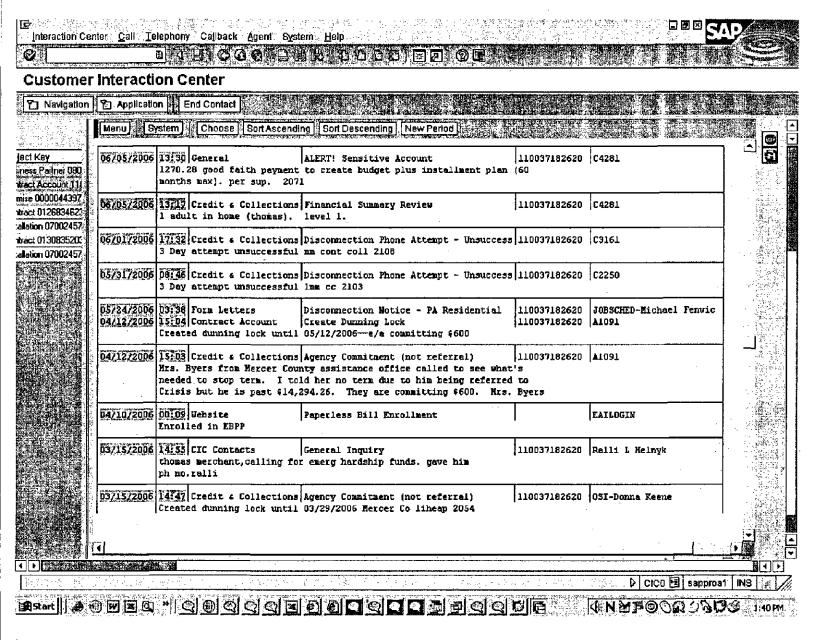


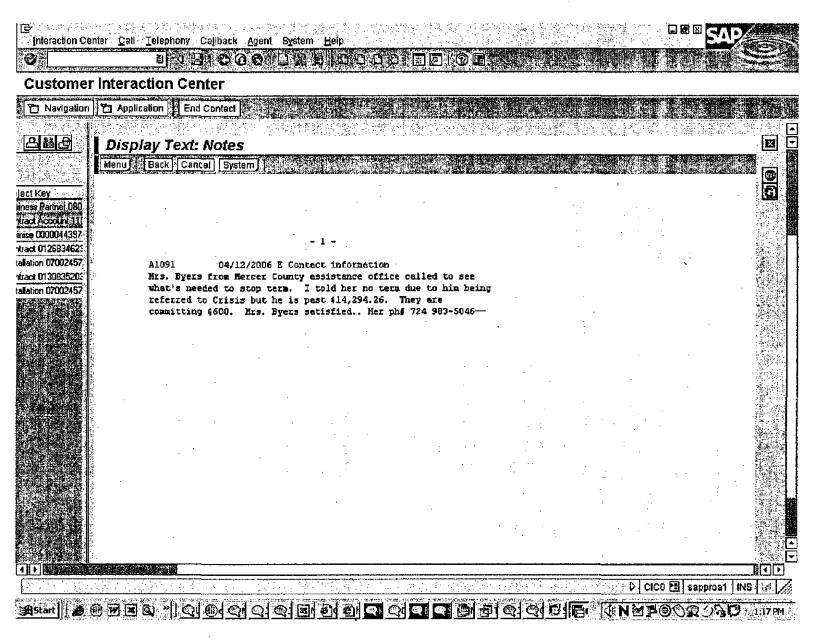


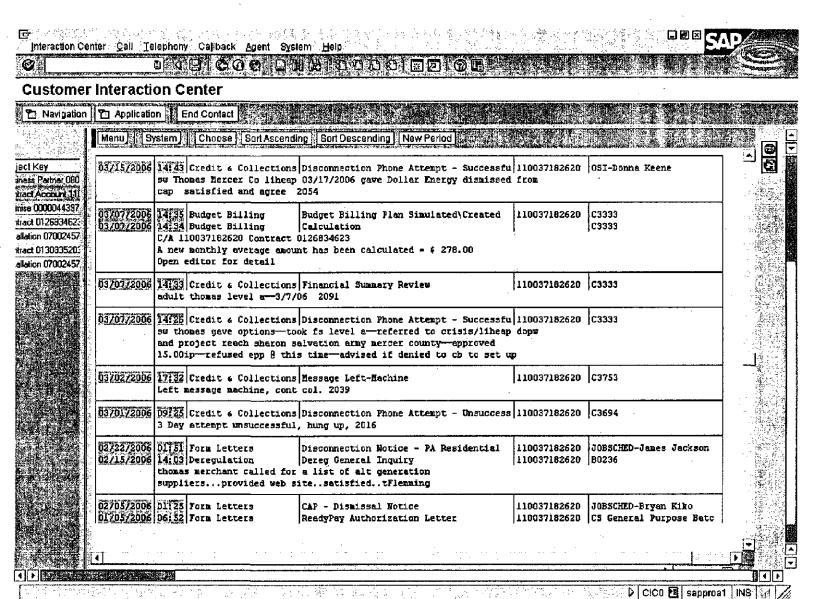




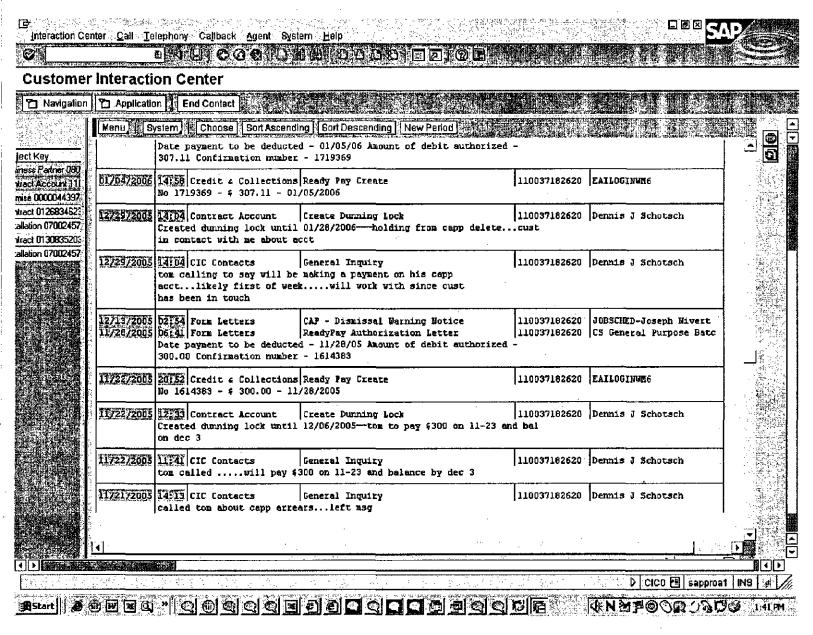


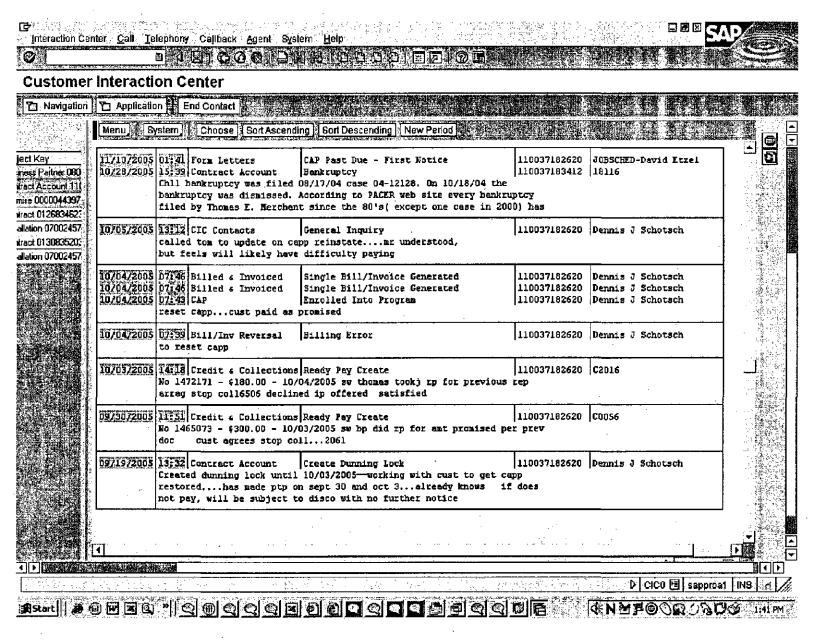


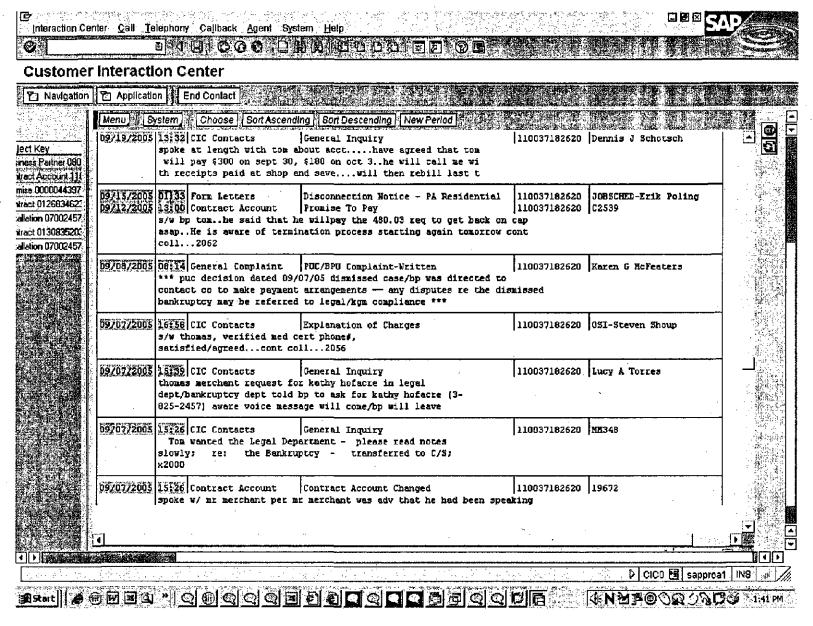


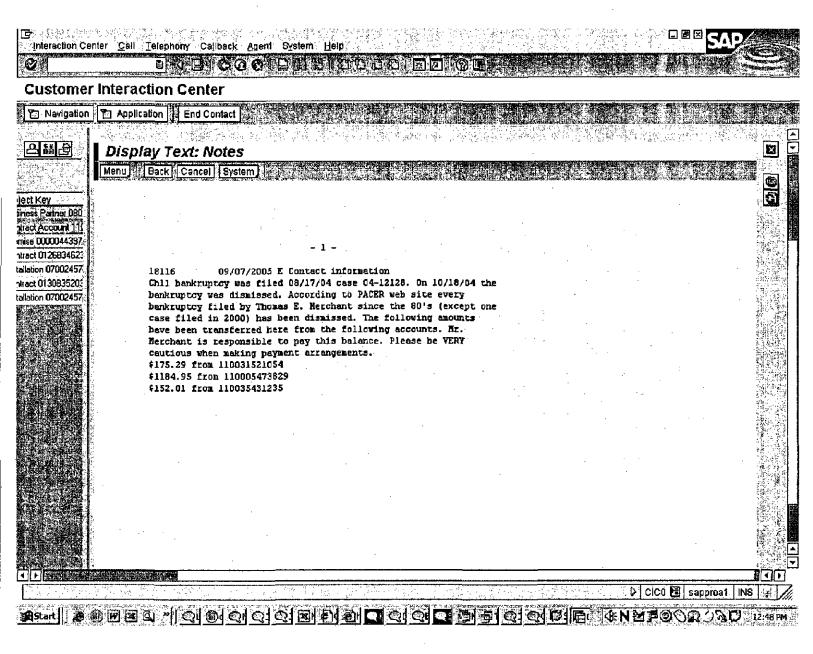


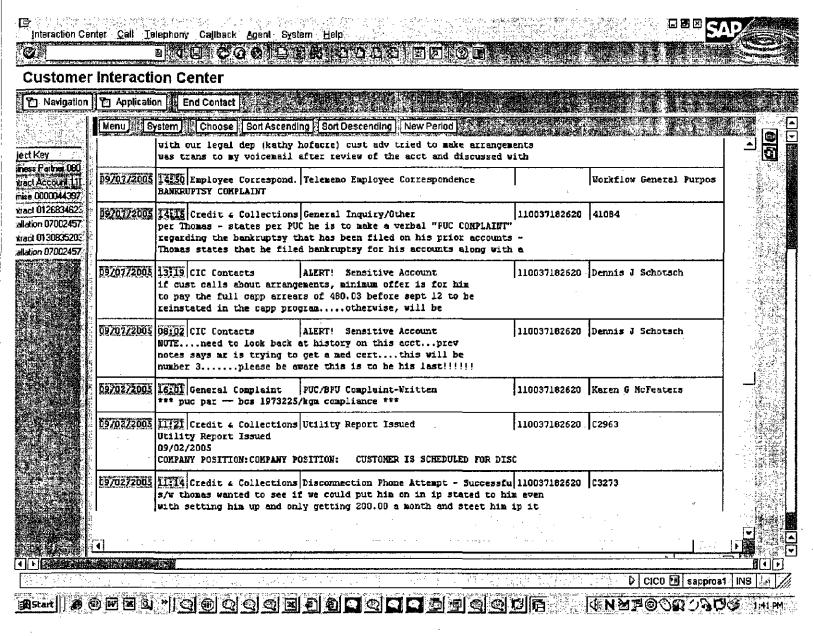
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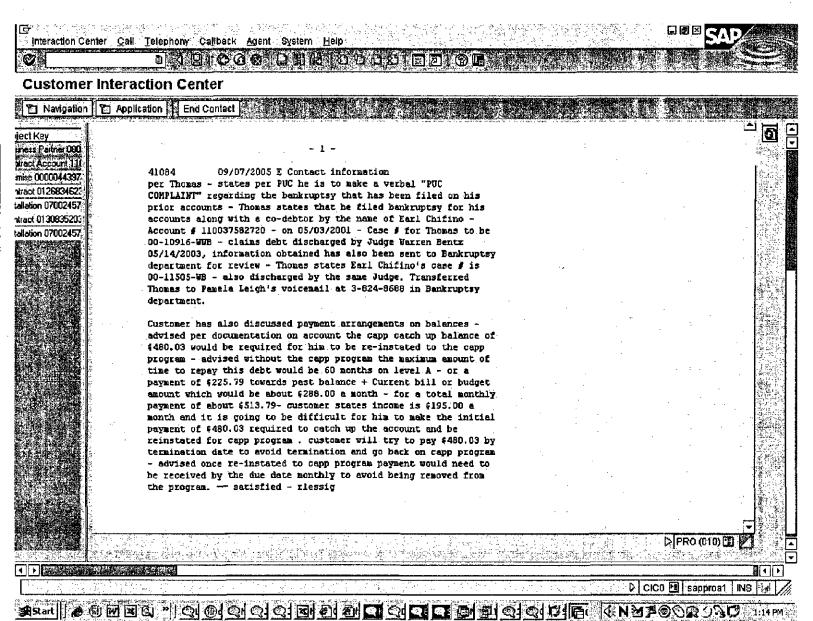


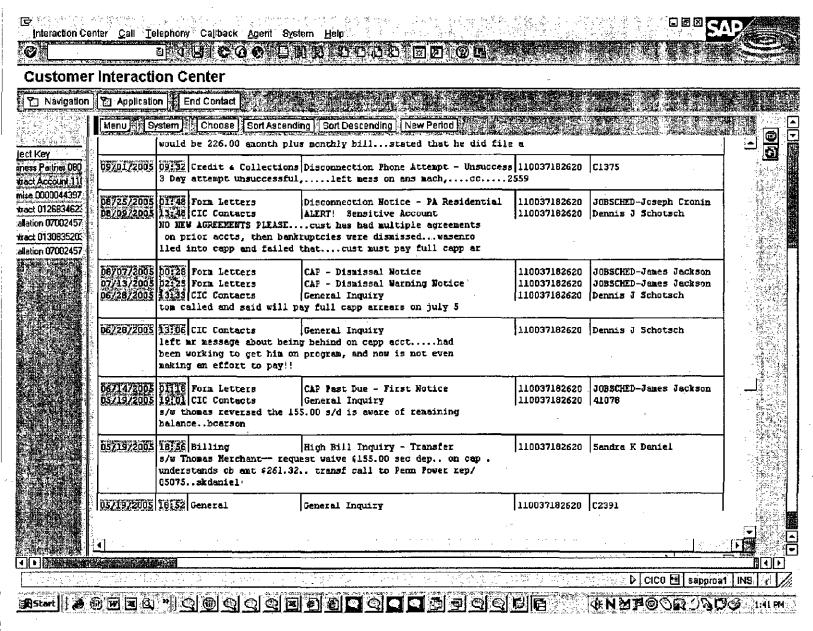


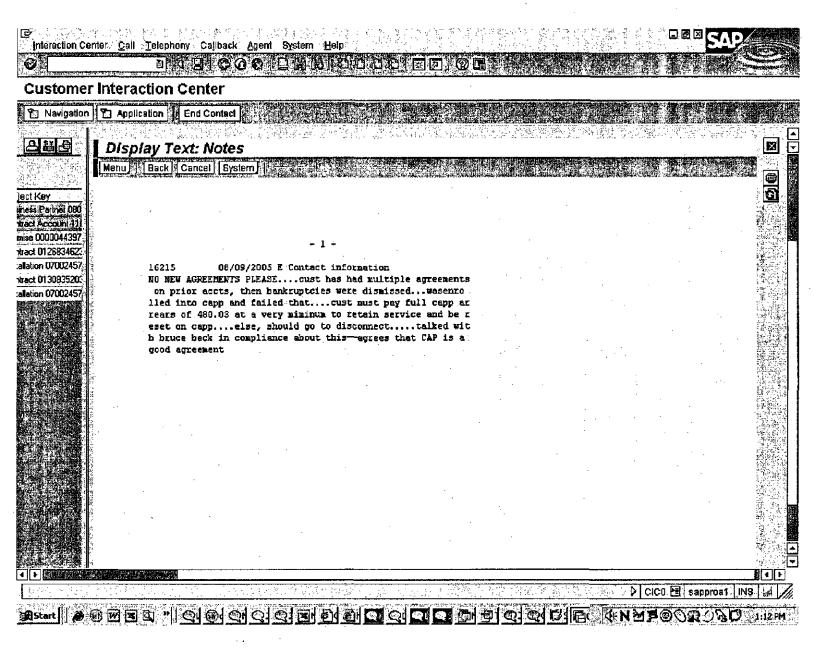


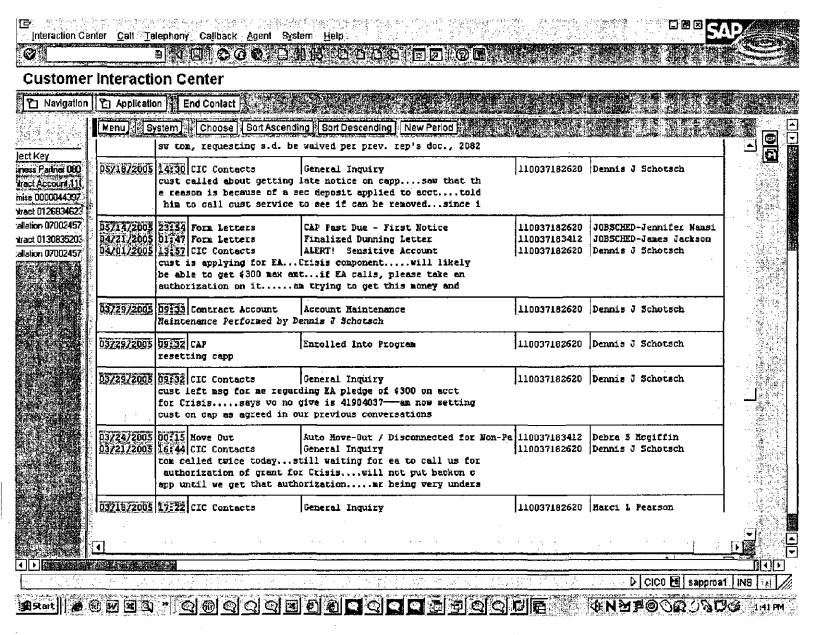


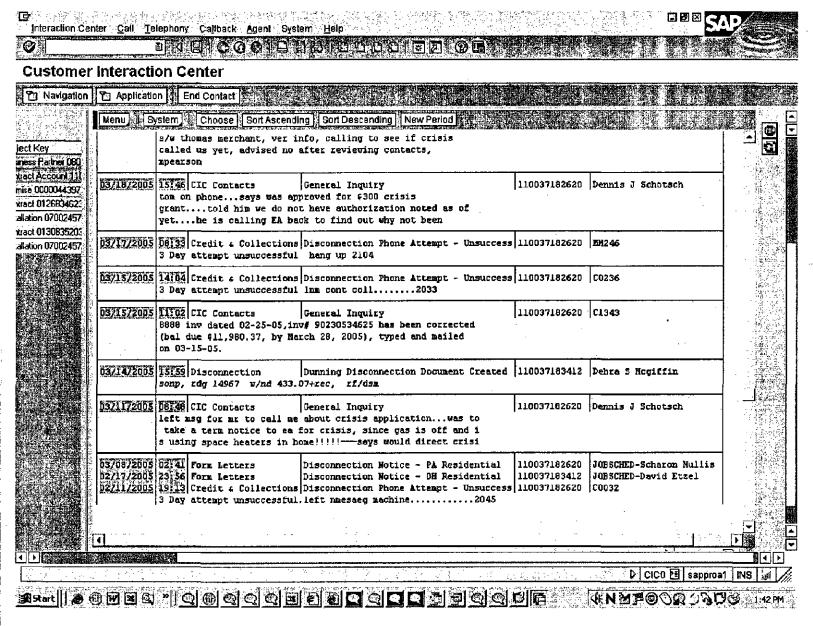


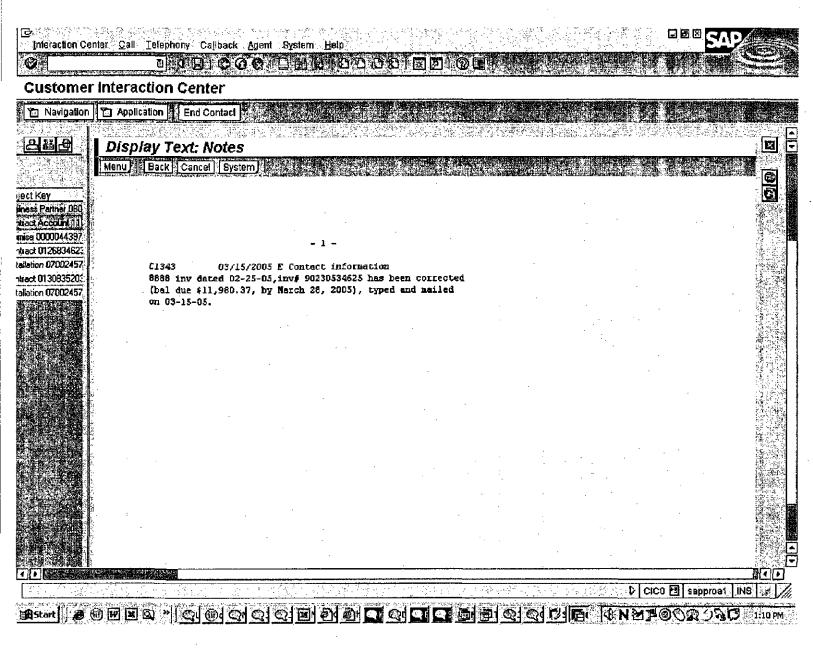


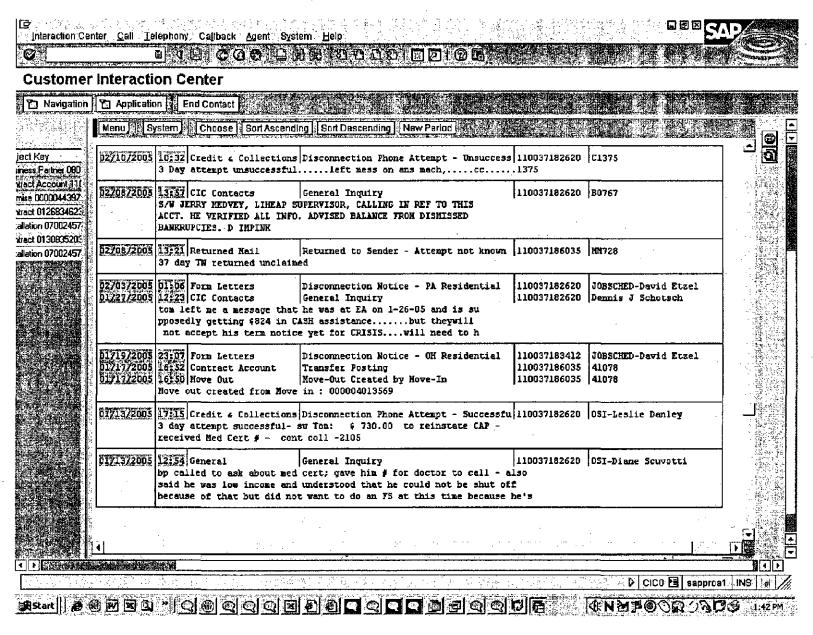


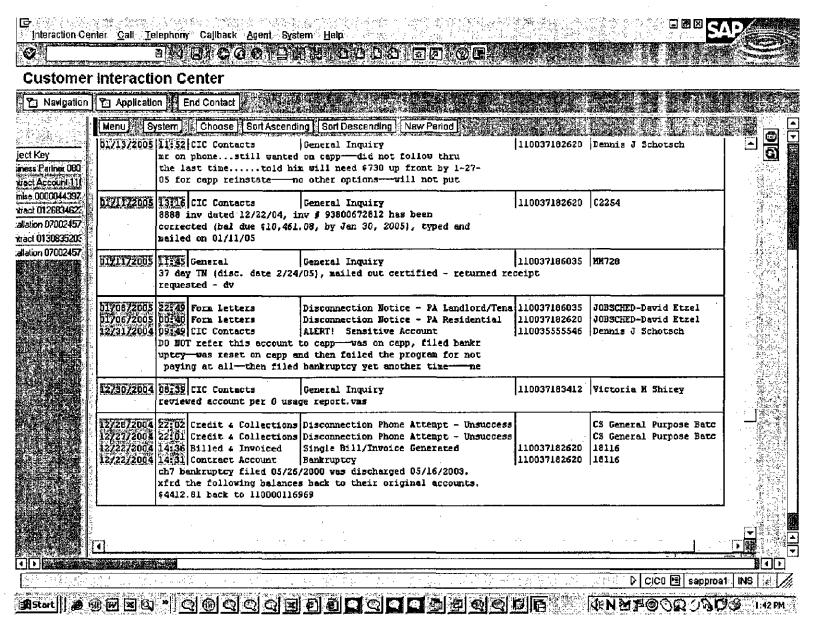


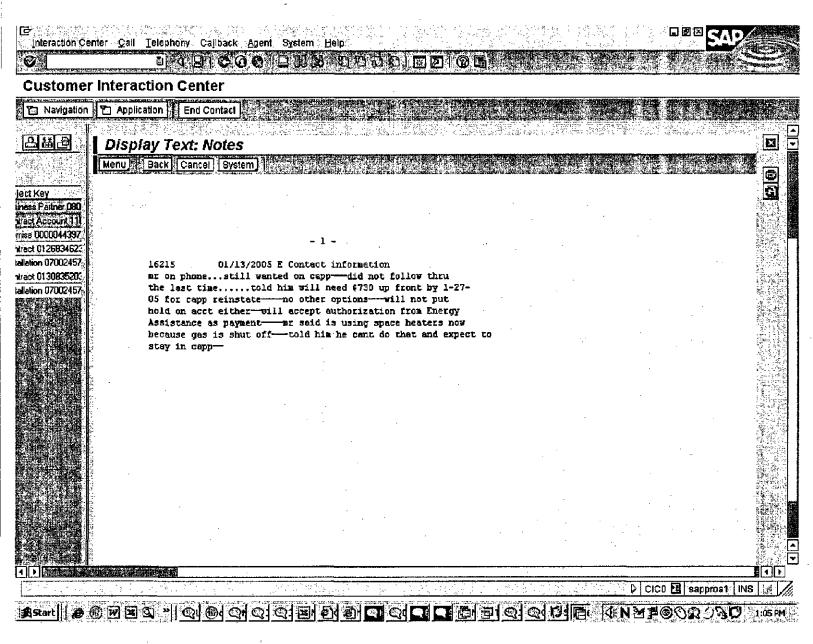


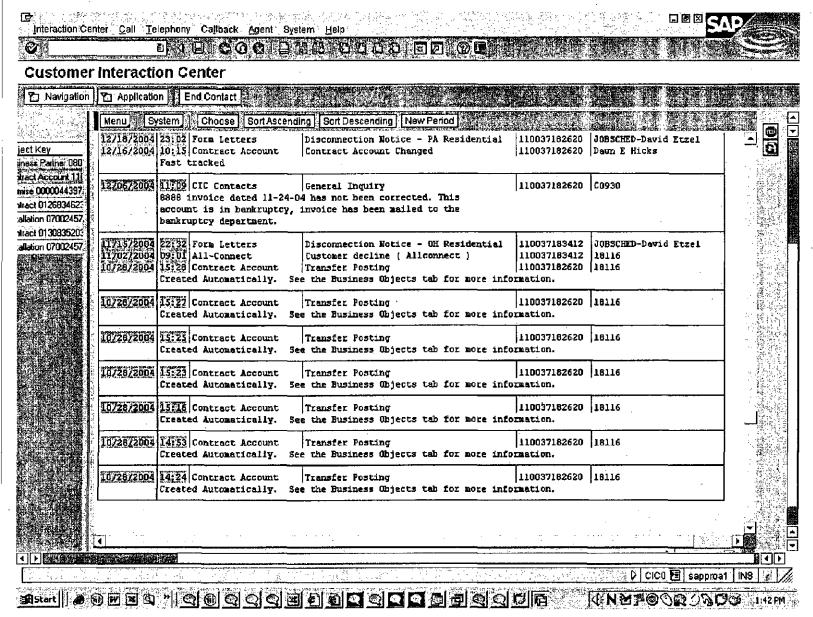


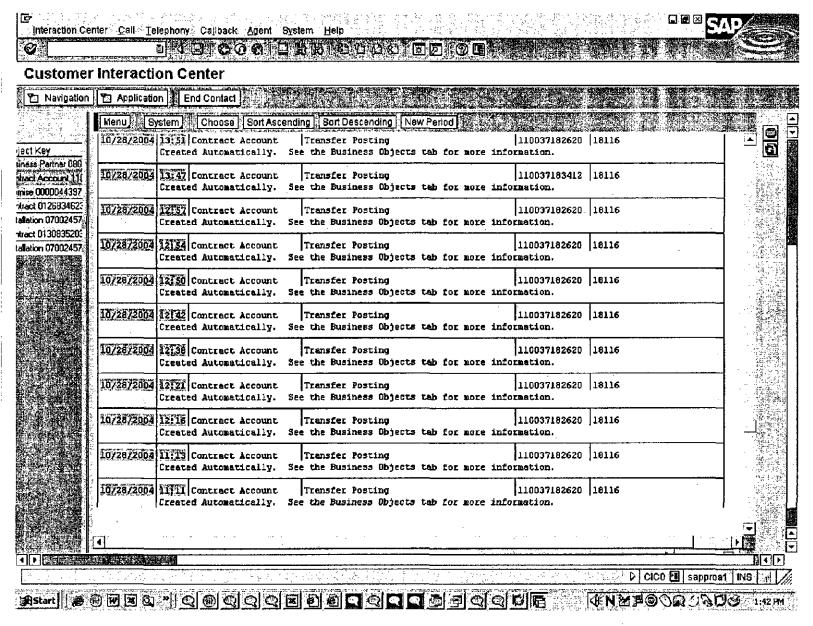


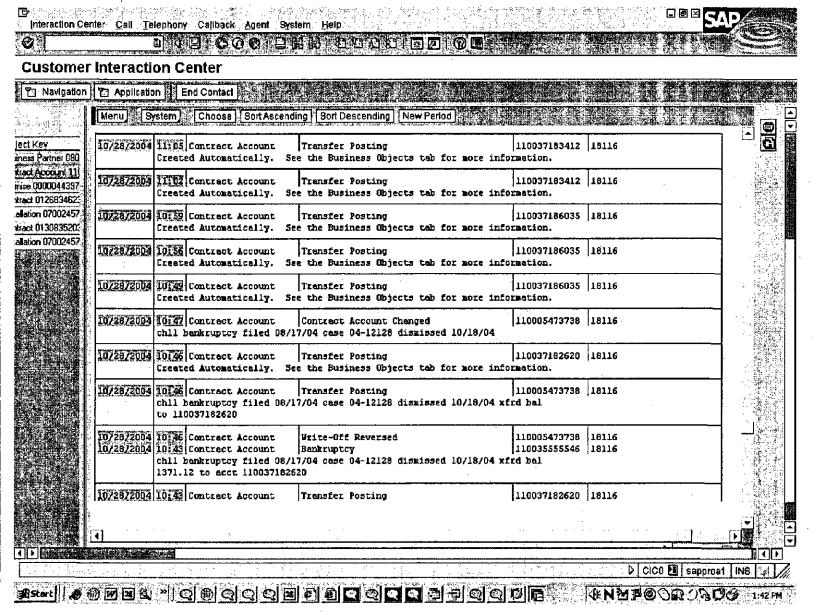


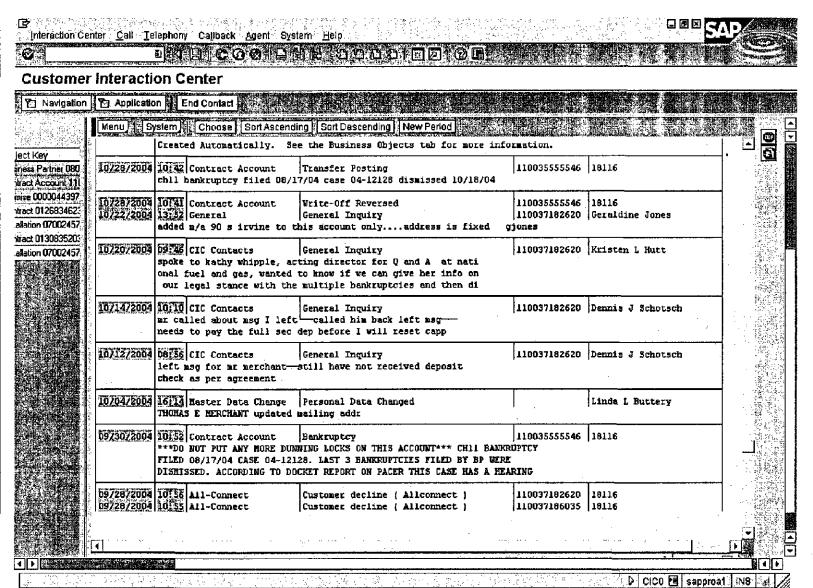


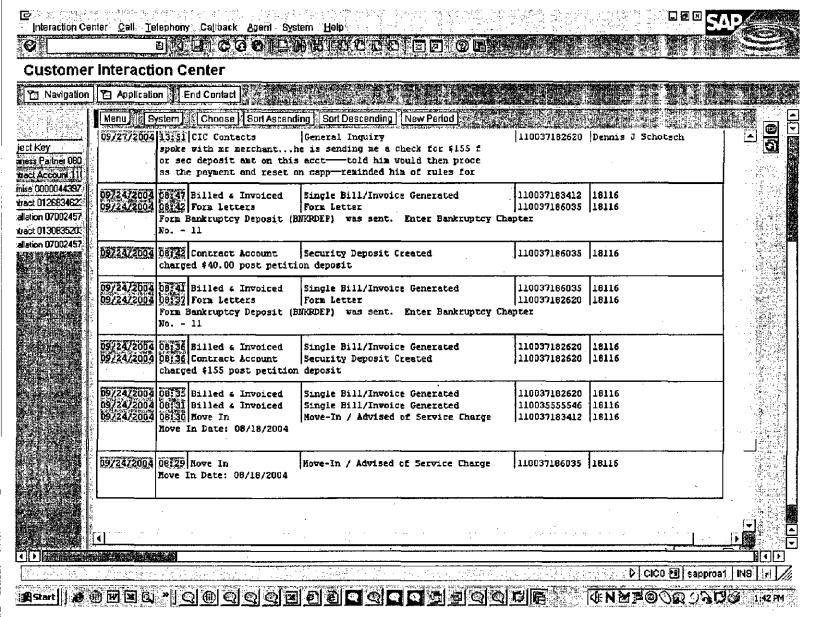






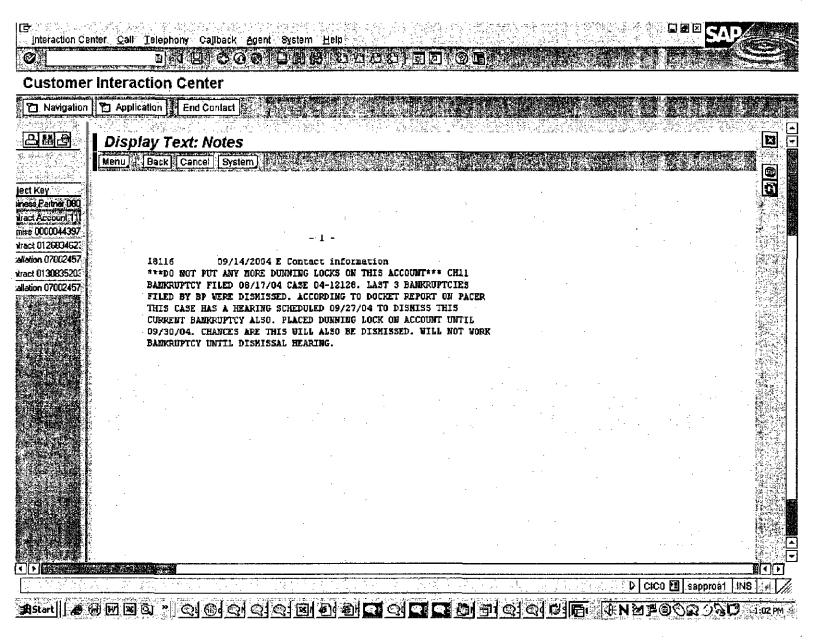


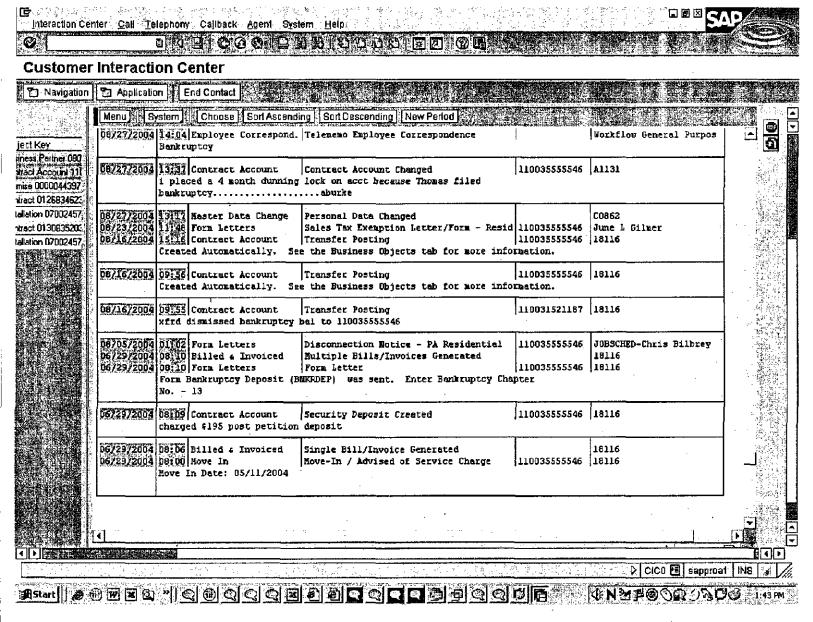


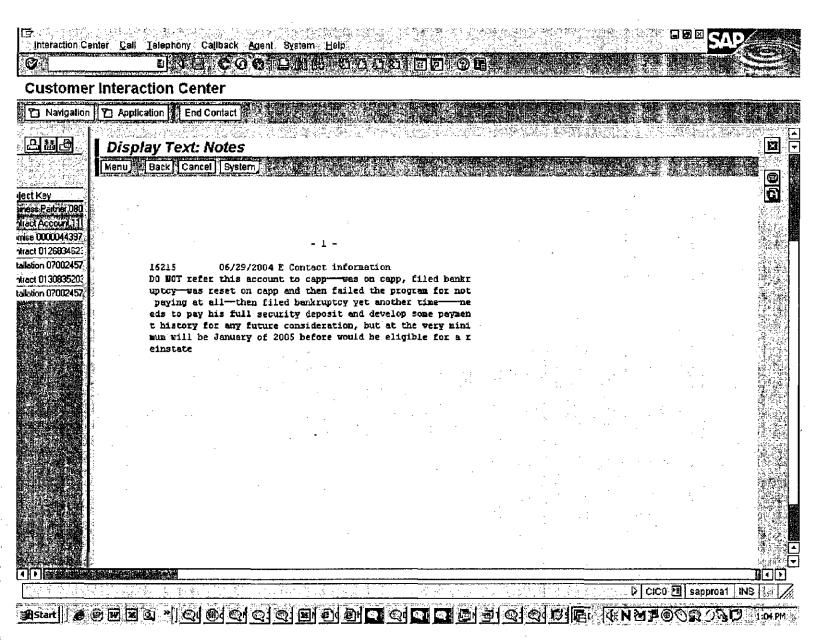


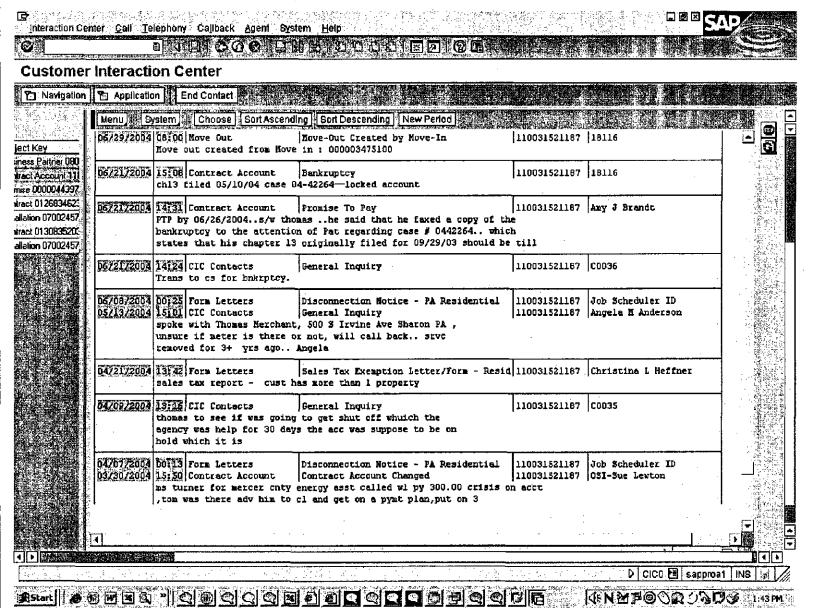
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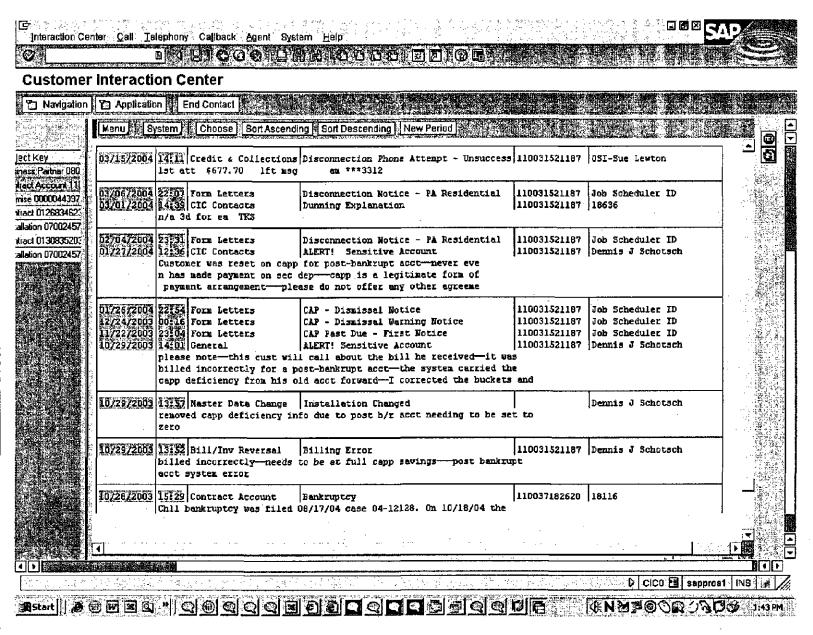
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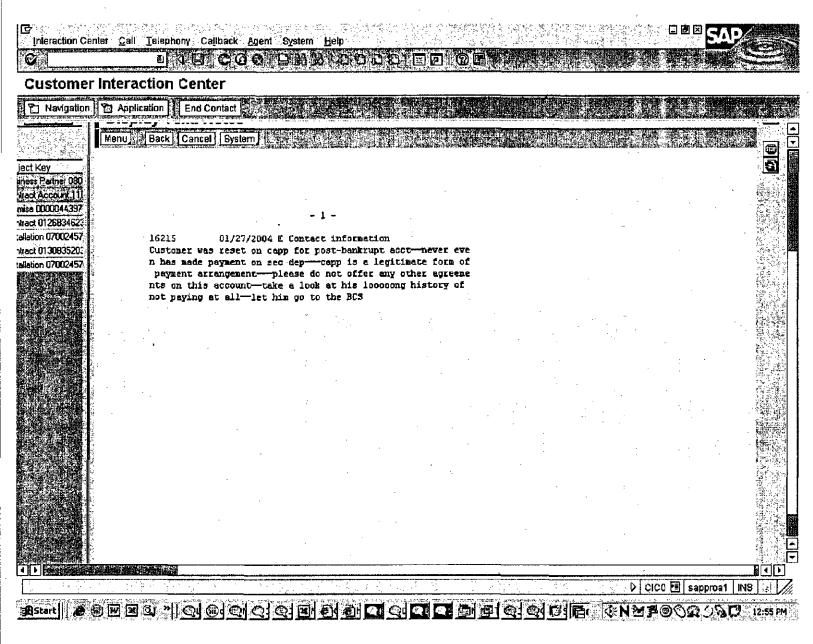


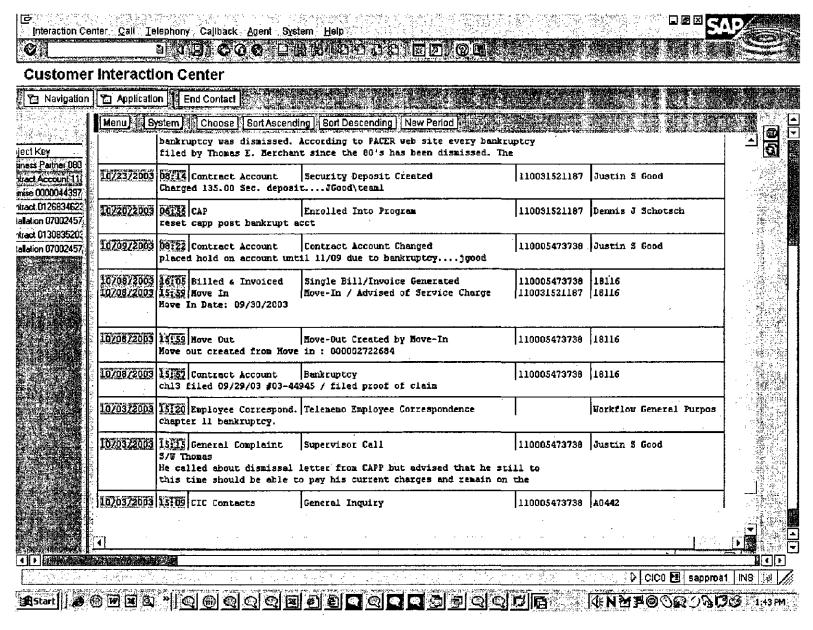


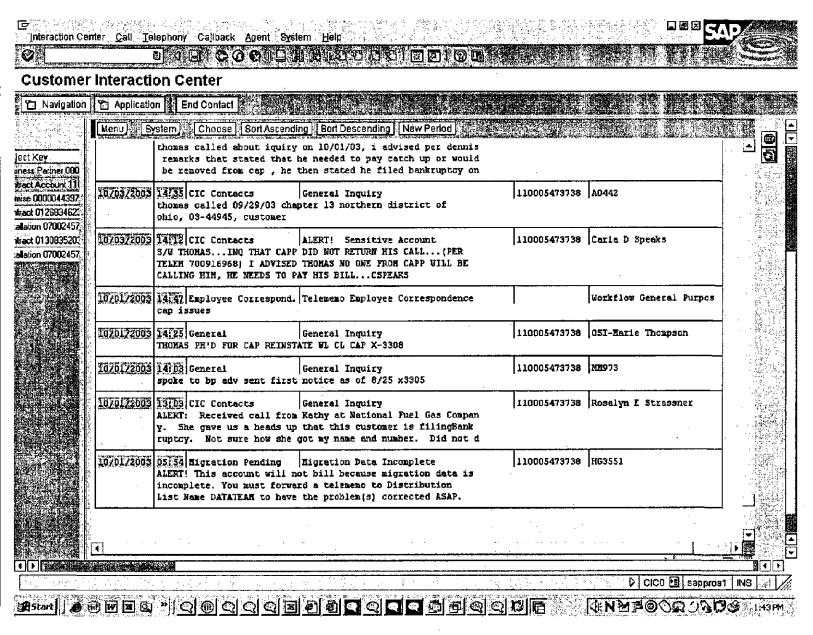


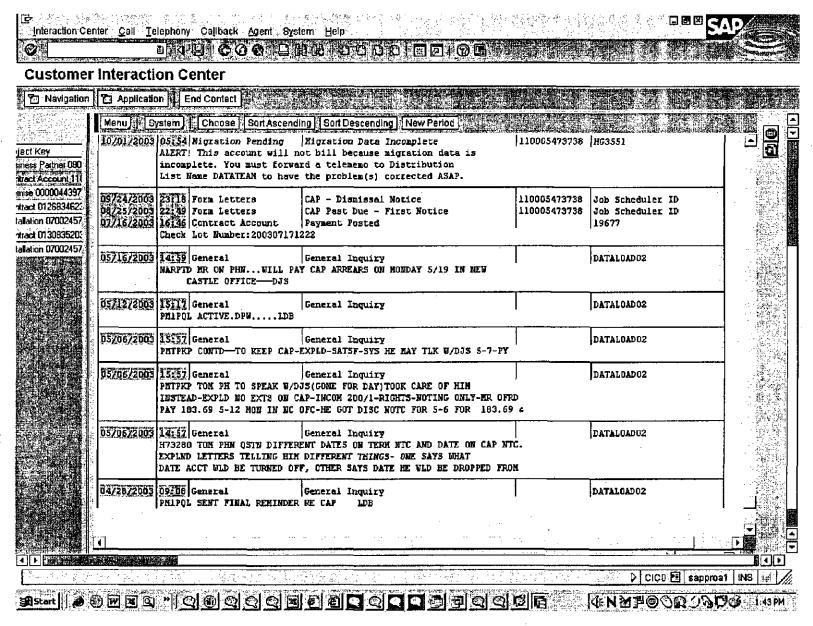












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interaction Center Call Telephony Caliback Agent System Help DATE OF LEASE OF Ò **Customer Interaction Center** Navigation Application End Contact lect Key 801724160 THOMAS E MERCHANT BOS BROOKFIELD AVE ANASURY OF 444 iness Partner 080 stract Account 11 mise 0000044397 Contact Text ntract 0126834623 aliation 07002457 09:44 General 12/31/9999 ALERT! Sensitive Account 110037182620 OSI-Amy Mosholder NOT ELIGIBLE FOR ANOTHER MED CERT UNTIL BALANCE OF FIRST MED CERT IS stract 0130835203 PAID OFF(#1 med 4/3/07 #3 med 7/9/07 #3 med 8/28/07) BAL: ON FIRST allation 07002457 MEDICAL 14.450.39 CORERECTED DATES OF MEDICALS...DPH 15138 Contract Account 110037186035 18116 Bankruptcy Chil bankruptcy was filed 08/17/04 case 04-12128. On 10/18/04 the bankruptcy was dismissed. According to PACER web site every bankruptcy filed by Thomas E. Merchant since the 80's (except one case filed in 09/24/9999 08:31 Contract Account Bankruptcy 110035555546 18116 chll bankruptcy filed 08/17/04 case 04-12128 08/28/9999 12:36 Credit & Collections Financial Summary Review 110037182620 OSI-Elizabeth Stasko 8/28/07 Thomas 54, level 1, ...2212 no changes 110031521187 18116 08/16/9999 09:56 Contract Account Bankruptev chl3 bankruptcy case 04-42264 dismissed 08/05/04, balance is collectable. 08:05 Contract Account 110031521187 18116 06/29/9999 Bankruptcy ch13 bankruptcy filed 05/10/04 case 04-42264 110037182620 | Joseph L Agosto 18:11 CIC Contacts ALERT! Sensitive Account Attempted to contact Thomas again in regards to IP on acct.

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## Merchant v. Ohio Edison Company Case No. 08-428-EL-CSS MTD - Exhibit E

03-44945-kw Thomas E. Merchant

Case type: bk Chapter: 13 Asset: No Vol: v Judge: KAY WOODS

Date filed: 09/29/2003

Date terminated: 11/29/2005 Date of last filing: 03/20/2006

93-23006-JKF Thomas E. Merchant

Case type: bk Chapter: 7 Asset: No Vol: v Judge: Judith K. Fitzgerald

Date filed: 08/26/1993

Date terminated: 09/13/1993 Date of last filing: 09/13/1993

04-12864-JKF Thomas E. Merchant

Case type: bk Chapter: 7 Asset: No Vol: v Judge: Judith K. Fitzgerald

Date filed: 10/29/2004

Date terminated: 12/22/2004 Date of last filing: 12/24/2004

99-11518-WWB Thomas E. Merchant

Case type: bk Chapter: 13 Asset: Yes Vol: v Judge: Warren W. Bentz

Date filed: 09/24/1999

Date terminated: 11/10/1999 Date of last filing: 12/03/1999

00-10916-WWB Thomas E. Merchant\*

Case type: bk Chapter: 7 Asset: No Vol: v Judge: Warren W. Bentz

Date filed: 05/26/2000 Date discharged: 05/16/2003

Date terminated: 11/18/2003 Date of last filing: 11/18/2003

04-12128-JKF Thomas E. Merchant

Case type: bk Chapter: 11 Asset: Yes Vol: v Judge: Judith K. Fitzgerald

Date filed: 08/17/2004

Date terminated: 12/22/2004 Date of last filing: 12/24/2004

92-23154-JKF Thomas Edwin Merchant

Case type: bk Chapter: 7 Asset: No Vol: v Judge: Judith K. Fitzgerald

Date filed: 07/14/1992

Date terminated: 07/30/1992 Date of last filing: 07/30/1992

96-23501-MBM Thomas Edwin Merchant \*

Case type: bk Chapter: 7 Asset: No Vol: v Judge: M. Bruce McCullough

Date filed: 07/08/1996 Date discharged: 12/30/1996

Date terminated: 12/31/1996 Date of last filing: 01/03/1997

<sup>\*</sup> These cases were discharged in bankruptcy and according to Company records, almost \$50,000 of unpaid electric bills were written off.

## U.S. Bankruptcy Court Western District of Pennsylvania (Erie) Bankruptcy Petition #: 04-12128-JKF

Assigned to: Judge Judith K. Fitzgerald

Chapter 11

Voluntary

Asset

Date File Date Ten Date Disi

Thomas E. Merchant

90 S. Irvine Avenue

Sharon, PA 16146-1263

SSN: xxx-xx-1400

Debtor

dba

Shenango Valley Estates

aba

Josh & Sarah Kirkland and Company

dha

The Winlei-Sterling Property Management Conglomertae, et al.

dha

The Winlei-Sterling Property Management Group

dha

The Winlei-Sterling Property Management Group of OH

aba

The Windei-Sterling Property Management Group of PA

represented