

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.)

November 14, 2012

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. LAW AND ARGUMENT	2
A. The Identity of the Suppliers From Whom FirstEnergy Purchased Renewable Energy Credits is Relevant to this Proceeding.	2
B. The Commission should grant OCC's Motion to Compel because No Supplier has requested that the Commission Treat Its information in a Confidential Manner.	6
C. The Identity of the Suppliers From Whom FirstEnergy Purchased Renewable Energy Credits is Not Trade Secret Information Under Ohio Law.	8
III. CONCLUSION	15

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I. INTRODUCTION

In their Memorandum Contra, The Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company (the “Companies” or “FirstEnergy”) have conformed to the old adage about arguing law when the facts are weak, arguing facts when the law is weak, or, failing a strong position on facts and law, criticizing one’s opponent. FirstEnergy finds itself in that last position, in the Memorandum Contra that it wrote responding to the Motion to Compel filed by the Office of the Ohio Consumers’ Counsel (“OCC”). OCC’s Motion to Compel should be granted. There has been more than enough delay in the release of the full audit report that criticized FirstEnergy for its “seriously flawed” management decisions to purchase non-solar renewable energy credits at prices more than \$675.00.¹

1

II. LAW AND ARGUMENT

A. The Identity of the Suppliers From Whom FirstEnergy Purchased Renewable Energy Credits is Relevant to this Proceeding.

First, the information that FirstEnergy seeks to keep from the light of day resides in the official Report of the Auditor hired by the PUCO. The information is filed in the case, albeit under seal. The Auditor's Report and what is in it are relevant to the case; indeed, an Auditor's Report is often the central focus of PUCO cases. It's wrong that this many months after the filing of the Report, FirstEnergy is the only party among itself and intervenors to have seen this relevant information and that FirstEnergy, the subject of the audit that criticizes it, has used the PUCO's discovery process to stymie access to the report.

The information that FirstEnergy is seeking to shield from the public and the parties to this proceeding is the identity of the suppliers who sold it renewable energy credits (RECs) in the past (in some cases more than 3 years ago) and the amount of money that the suppliers collected from FirstEnergy for those RECs. The supplier information is not even FirstEnergy's (the utilities) own information. And FirstEnergy acknowledges that.²

The Companies' first legal argument is that OCC's Motion to Compel should be denied because the identities of the REC suppliers are irrelevant to the instant proceeding.³ The Company contends that the identities of REC suppliers have nothing to do with the purchase of or customer payment for the RECs.⁴ FirstEnergy further states that the Audit Report concluded that nothing was found to suggest that FirstEnergy

² Memorandum in Support (October 3, 2012 Motion for Protection) at pages 3-4.

³ Memorandum Contra (November 7, 2012) at page 7.

⁴ *Id.*

operated outside the bounds of the statutory requirements of the RFP process and that there was no evidence presented suggesting collusion among suppliers.⁵

The Company wants the Commission to ignore the findings of the Exeter Auditor that “the prices bid by FirstEnergy Solutions reflected significant economic rents and were excessive by any reasonable measure”⁶ and that the management decisions by FirstEnergy to purchase non-solar RECs at prices higher than \$675 were “seriously flawed.”⁷ The Exeter Auditor recommends that the “Commission examine the disallowance of excessive costs associated with purchasing RECs to meet the FirstEnergy Ohio utilities’ In-State All Renewable obligations.”⁸ But that section of the Audit Report (on In-State All Renewable RECs) contains the most redactions. Those redactions conceal the name of the suppliers who sold FirstEnergy RECs and the amount of money FirstEnergy paid. Most of that information is over 3 years old.⁹

It is essential that the parties in this case be provided with the full (unredacted) copy of the Audit Report for the preparation of their recommendations to the PUCO for

⁵ *Id.* at page 9.

⁶ Final Report (REDACTED) Management/Performance Audit of the Alternative Energy Resource Rider (RIDER AER) of the FirstEnergy Ohio Utility Companies for October 2009 through December 31, 2011, prepared by Exeter Associates, Inc., filed on August 15, 2012 in PUCO Case No. 11-5201-EL-RDR (“Audit Report”) at page iv.

⁷ Audit Report at 28. (Stating the Companies at times paid more than 15 times the price of the applicable forty-five-dollar Alternative Compliance Payment) ($15 \times \$45 = \675).

⁸ Audit Report at 33.

⁹ There were three main Requests for Proposals (RFP) that were issued to establish FirstEnergy’s right to purchase In-State All Renewable RECs. *See* Audit Report at 28 and Financial Audit at 18. In regards to In-State All Renewables, FirstEnergy purchased 70, 000 RECs in response to RFP1(7-15-09), 95,849 RECs in response to RFP2(9-23-09), and 179,945 RECs in response to RFP3-(7-10-10). *See* Audit Report at 23 and 28 and Financial Audit at 18. RFP6(9-13-11) yielded the purchase of 20,000 RECs. Audit Report, Table 4 at 25 and Financial Audit at 18. However those RECs were procured through an RFP to purchase In-State All Renewable in equal amounts annually for 2011 through 2020, a ten-year contract. *See* Financial Audit at 18. And Exeter uses the results from RFP6 as the more favorable results has FirstEnergy waited to purchase RECs for 2011. *See* Audit Report at 32-33. In regards to the names of the suppliers who sold FirstEnergy In-State All Renewable RECs and the amount of money they received, that information is over 3 years old for RFP1 and RFP 2, and over two years old for RFP3. *See* Audit Report at 23 and 28.

fair and informed decision-making. For making those recommendations, parties need to have access to the Auditor's full evaluation of FirstEnergy's actions, including whether the utilities' payments that are considered excessive were made to the FirstEnergy utilities' own affiliate. The potential for utilities to charge their customers for excessive payments to their affiliate raises issues of particular concern, including potentially issues related to the key subject of corporate separation that the PUCO should want to hear in adjudicating this case.

Additionally, the cases cited by the Company are not applicable to the issues at bar. Although FirstEnergy states that "[a]mple Commission precedent cements [FirstEnergy's] analysis,"¹⁰ the Company provides only three cases in support of its position with the most recent case being decided in April of 2000—over twelve years ago.¹¹ The first two cases FirstEnergy relies on involve *pro se* complainants who are residential utility customers.¹² In *Williams*, the complainant's motion to compel was denied because he failed to include any explanation of relevance in his motion to compel nor did he include an affidavit as required by the Commission's rules.¹³ Furthermore, the utility did not have the information that he was seeking (Social Security Administration documents).¹⁴ In *Myers*, the Commission denied the complainant's motion on the same grounds that the request was incomplete and irrelevant.¹⁵ The complainant in *Myers* was

¹⁰ Memorandum Contra at 7.

¹¹ *Id.* at pages 7-8.

¹² Memorandum Contra (November 7, 2012) at page 7-8. *Citing Williams v. East Ohio Gas Co.*, Case No. 99-951-GA-CSS, 200 Ohio PUC LEXIS 437, (April 6, 200) and *Myers v. Ameritech Ohio*, Case No. 98-1143-TP-CSS, 199 Ohio PUC LEXIS 742, (December 16, 1999).

¹³ *Williams v. East Ohio Gas Co.*, Case No. 99-951-GA-CSS, Entry, (December 28, 1999) at ¶7-8.

¹⁴ *Williams v. East Ohio Gas Co.*, Case No. 99-951-GA-CSS, Entry, (December 28, 1999) at ¶7-8.

¹⁵ *Myers v. Ameritech Ohio*, Case No. 98-1143-TP-CSS, Entry, (March 25, 1999) at ¶11-12.

seeking the utility's profits for various years and the amount of customers and employees the utility had. But because the proceeding pertained to the complainant's assertion that he should not have to show creditworthiness to receive service, the Commission held those inquiries were irrelevant.¹⁶ These cases do not support FirstEnergy's position that the identity of the suppliers of RECS is irrelevant in this case. In fact, FirstEnergy's citation to these cases demonstrates that the well is dry for FirstEnergy's legal arguments.

The final case that FirstEnergy cites— for purportedly illustrating where a motion to compel was denied because the information sought was irrelevant— is also inapplicable to the facts in this proceeding.¹⁷ In *Cincinnati Bell*, one utility sought cost studies from another utility to help them determine rates for unbundled network elements (UNEs).¹⁸ The Commission had ordered the utilities to base the UNE rates off of Total Element Long Run Incremental Cost (TELRIC) studies. However, the studies the utility sought were not based off TELRIC studies. Instead, that utility sought studies based on another cost calculation methodology.¹⁹ The Commission denied the motion to compel because the studies sought were not based on the approved methodology and were therefore deemed irrelevant.²⁰

None of the cases that FirstEnergy relies on supports its position that the Commission should deny OCC's Motion to Compel. The facts of those cases are not

¹⁶ *Id.*

¹⁷ *In re Application of Cincinnati Bell Telephone Company*, Case No. 96-899-TP-ALT, 1997 Ohio PUC LEXIS 928, (December 5, 1997).

¹⁸ *Id.* at *1.

¹⁹ *Id.* at *1-2.

²⁰ *Id.* at *3.

similar in any way to the present case and therefore any attempt to analogize the outcomes is improper and should be ignored.

The information that OCC is seeking is relevant to the issues in this case, specifically whether the costs FirstEnergy is attempting to collect from its customers are reasonable and just as R.C. 4905.22 requires of any charge that a utility collects from its customers. FirstEnergy states in its Memorandum Contra that the Audit Report does not show of any evidence of collusion among the suppliers in the REC process. But OCC's concerns include a focus on whether high prices were paid exclusively to affiliates of FirstEnergy. If so, then consideration of FirstEnergy's corporate separation plan would be warranted²¹ in addition to the exclusion of excessive costs.

B. The Commission should grant OCC's Motion to Compel because No Supplier has requested that the Commission Treat Its information in a Confidential Manner.

The information that FirstEnergy still seeks to protect as trade secret information²² is not FirstEnergy's information. FirstEnergy acknowledges this. In its Memorandum in Support (Motion for Protection), FirstEnergy states that the "information is not the Companies' information to share—it is information belonging to suppliers who are not parties to this proceeding."²³

In support of its Motion for Protection, FirstEnergy attached, as Exhibit 2, a *Form of Purchase and Sale Agreement For Firm Renewable Energy Credits, FirstEnergy Service Company, As Agent for The Cleveland Electric Illuminating Company, Ohio*

²¹ R.C. 4928.17(A)(3). The plan must be sufficient to ensure that the utility will not extend any undue preference or advantage to any affiliate.

²² Memorandum Contra at pages 9-15.

²³ Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company's Memorandum in Support of Motion for a Protective Order, filed on October 3, 2012 in PUCO Case No. 11-5201-EL-RDR at page 4.

Edison Company and The Toledo Edison Company. FirstEnergy originally cited to Article 13.1 (Confidentiality) of Exhibit 2²⁴ for support that it has a contractual obligation to protect confidential information in its purchase and sale agreements with suppliers.²⁵ But that provision does not apply in this case. Instead, Article 13.2 controls the parties' responsibilities because FirstEnergy released the information to a Governmental Authority—the PUCO—and to others in connection with an audit.²⁶ Article 13.2 (Required Disclosure), states that the parties may disclose confidential information in the process of a governmental authority ordered audit as long as the disclosing party notifies the other party so that they may (if they choose) request that the governmental authority treat the disclosed information as confidential.²⁷

At the Public Utilities Commission of Ohio, such a request is to be made on or before the filing date of the allegedly confidential information, according to Ohio Adm. Code 4901-1-02(E). Specifically, Ohio Adm. Code 4901-1-02(E) provides that “Unless a request for a protective order is made concurrently with or prior to the reception by the commission’s docketing division of any document that is case-related, the document will be considered a public record.” The information that FirstEnergy seeks to protect was filed on August 15, 2012. There was no request in compliance with the Ohio Administrative Code. FirstEnergy waited to seek protection until October 3, 2012. By operation of the PUCO’s explicit rule, the information became public on August 15, 2012.

²⁴ This Purchase and Sale Agreement (Exhibit 2 of FirstEnergy’s Motion) only applies to only one RFP—RFP 6 (issued 9-13-11)²⁴ under review in this case because it was not approved by the Commission until August 3, 2011. Entry on Rehearing, PUCO Case No. 10-2891-EL-ACP (August 3, 2011).

²⁵ FirstEnergy Memorandum In Support of Motion for Protective Order at 3-4.

²⁶ Exhibit 2 at Article 13.2 attached to FirstEnergy Motion.

²⁷ *Id.* at 59.

Indeed, no supplier has made such a request in this case, which is very telling considering that the provision referenced by FirstEnergy clearly places the decision of whether to seek confidential treatment upon the other parties to the agreement—the suppliers. FirstEnergy has no standing to assert that the information that was provided to the PUCO and the Auditors is confidential. Pursuant to Article 13.2, it is the responsibility of the supplier to seek protection of their information from the Commission, not FirstEnergy. No suppliers have sought such protection in this proceeding, before or after the deadline in Ohio Adm. Code 4901-1-02(E).²⁸ Accordingly, OCC's Motion to Compel should be granted and the redacted information in the Audit Report should be released into the public domain.

C. The Identity of the Suppliers From Whom FirstEnergy Purchased Renewable Energy Credits is Not Trade Secret Information Under Ohio Law.

FirstEnergy contends that the information that OCC seeks is a trade secret. The OCC has already shown that the information does not qualify as a trade secret because it fails to satisfy both prongs of the trade secret statute. R.C. 1331.61(D) defines a trade secret as:

information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies *both*²⁹ of the following:

²⁸ Specifically, Ohio Adm. Code 4901-1-02(E) provides that “Unless a request for a protective order is made concurrently with or prior to the reception by the commission’s docketing division of any document that is case-related, the document will be considered a public record.” The Audit Report was filed on August 15, 2012. By operation of the PUCO’s explicit rule, the information became public on August 15, 2012.

²⁹ Emphasis added.

(1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

(2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

In its Memorandum Contra the Companies again fail to fully satisfy the first prong of the statute. The Company's focus is solely on the "independent economic value" element of R.C. 1331.61 (D)(1) and neglects to discuss or show how the information sought satisfies the remaining elements such as, "not being generally known," "not being readily ascertainable by proper means," or how "other persons who can obtain economic value from its disclosure or use."

In an attempt to convince the Commission that the information that OCC seeks is protected as a trade secret because it bears independent economic value, FirstEnergy calls attention to how the Commission handles the bidding information in standard service offer ("SSO") competitive bidding process cases.³⁰ The Company goes so far as to state that the Commission has routinely held that information regarding the *identities of competitive bidders*, specific prices bid and *paid*, and the specific transactions that tie those all together bear independent economic value and deserve protection.³¹ FirstEnergy then provides citations to several holdings from cases as if those holdings support FirstEnergy's characterization of Commission findings indicated above.

Specifically, FirstEnergy cites its first Electric Security Plan (ESP) case to support the Company's assertion that the Commission routinely protects competitive bid process

³⁰ Memorandum Contra at page 10.

³¹ *Id.* at page 10-11. (Emphasis added.)

information.³² FirstEnergy provides a quote from that case where the Commission stated that the identities of unsuccessful bidders, price information, starting price methodologies, and round prices will be protected from public release.³³ The Company also points to another case and only indicates that the Commission chose to protect the same information in that case as they did in FirstEnergy's first ESP case.³⁴ However, the Company failed to reveal that in both of those cases the Commission ordered that the names of the winning bidders be released three weeks after the date of the Order.³⁵ The problem (for FirstEnergy) in analogizing those cases to the present case is that in those cases the Commission released the same type of information that FirstEnergy is seeking to protect—the identity of the successful bidders.

FirstEnergy characterizes its first ESP case as being “particularly instructive.”³⁶ Then the Company focuses on how the Commission kept the information in the auction reports filed under seal for “40 months and counting” even when a competing utility requested a copy of the auction report.³⁷ Yet again, the Company fails to reveal the pertinent part of that case. Yes, the Commission kept the information under seal. But (in the Finding and Order that granted protection) the Commission also ordered the identities

³² *Id.* at page 11. Citing *In the Matter of the Application of the Ohio Edison Company, the Cleveland Electric Illuminating Company, and the Toledo Edison Company for Authority to Establish a Standard Service Offer Pursuant to Section 4928.143, Revised Code, in the Form of an Electric Security Plan*, Case No. 08-935-EL-SSO, 2009 Ohio PUC LEXIS 343, Finding and Order, (May 14, 2009). (FirstEnergy's First ESP Case.)

³³ Memorandum Contra at page 11.

³⁴ *Id.* Citing *In the Matter of the Procurement of Standard Service Offer Generation for Customers of Duke Energy Ohio, Inc.*, Case No. 11-6000-EL-UNC, 2012 Ohio PUC LEXIS 500, Finding and Order, *3-4, (May 23, 2012).

³⁵ *Bell* at *4, *Duke* at *5.

³⁶ Memorandum Contra at page 11.

³⁷ *Id.* at page 12.

of the successful bidders to be released three weeks after the filing of the Order.³⁸

Specifically, the Commission ordered that after 21 days of the issuance of the Finding and Order, the following information was to be publically released: “the names of bidders who won tranches in the CBP auction; the number of tranches won by each bidder; the first round ratio of tranches offered compared to tranches needed; and the redacted reports detailing the CBP auction proceedings.”³⁹ The case that FirstEnergy points to as a shining example of its position being in line with routine Commission precedent is contrary to FirstEnergy’s position because the Commission did not protect the identity of the successful bidders beyond three weeks.

Next the Company relies on a letter filed by an auction manager from Charles River Associates (“CRA”) in the Companies’ first ESP Case.⁴⁰ The Company’s characterization of the auction manager as unconnected with the report at issue should be disregarded because, while the manager was not involved with the report itself, he was the manager of the auction the report was covering.⁴¹ FirstEnergy quotes the manager’s letter repeatedly, focusing on the manager’s opposition to disclosing all qualified bidders, detailed bidding data, and the claim that releasing that information could discourage bidders from participating in future auctions.⁴²

Here again the Company continues to pick and choose the specific snippets of language to support its position. For example, the language from the auction manager’s

³⁸ Finding and Order at paragraph 9, (May 14, 2009) in PUCO Case No. 08-935-EL-SSO. (FirstEnergy’s First ESP Case.)

³⁹ *Id.*

⁴⁰ Memorandum Contra at page 12.

⁴¹ FirstEnergy’s First ESP case, CRA International, Inc. Comments Letter, page 1. (June 6, 2011).

⁴² Memorandum Contra at page 12.

letter that is relevant to the information at issue in this case (that FirstEnergy neglects to include) states the following:

Generally, the eventual disclosure (and in some cases the immediate disclosure) of certain aggregate information from an auction should not be harmful to the goal of promoting competitive bid processes. This would include information such as the *closing prices, overall quantities awarded, the names winning bidders, and the total quantities awarded by winning bidder.*⁴³

FirstEnergy has placed the strongest emphasis on a case and a letter that are contrary to the position it is arguing. FirstEnergy simply picks and chooses segments of sentences to string together and then calls it Commission precedent. But a cursory reading of the cases cited by FirstEnergy reveals that those Commission decisions actually support OCC's position regarding public disclosure of information.

FirstEnergy continues its argument with another misleading statement that would seem to support its position but offers nothing of substance. Specifically, the Company states that:

The competitive nature of REC pricing information should be beyond dispute. Indeed, recently *In the Matter of the Commission's Alternative Energy Portfolio Standard Report to the General Assembly for the 2011 Compliance Year*, Case No. 12-2668-EL-ACP, the majority of the utilities and other companies required to file average (not transaction-specific) pricing information sought to protect such information. The Commission should assure that the transaction-specific REC pricing information at issue here is *similarly protected.*⁴⁴

⁴³ FirstEnergy's First ESP case, CRA International, Inc. Comments Letter, page 1. (June 6, 2011). (Emphasis added.)

⁴⁴ Memorandum Contra at page 13. (Emphasis added.)

FirstEnergy is requesting that the Commission offer similar protection (to the protection offered in PUCO Case No. 12-2668-EL-ACP) but the problem is that a review of the docket shows only pending motions for protective orders.⁴⁵ The Commission has not ruled on any of the motions to date so there is no protection to be found in that docket. This is just another of the many instances where the Company is creating precedent that does not exist.

FirstEnergy also claims it has satisfied the second prong of R.C. 1331.61 because it has made reasonable efforts to protect the secrecy of the information.⁴⁶ But there is no indication whether all or any of the suppliers have ever kept such information in confidence. Furthermore, the Company's steps to protect the information, if any, are not determinative because FirstEnergy failed to satisfy the first prong of the statute as demonstrated above. However, assuming *arguendo* that the first prong was met, some of the information that the OCC is seeking, specifically the identity of one affiliate supplier, has been publicly released⁴⁷ and can no longer be protected.

Specifically, the redacted copy of the Audit Report states that "FirstEnergy Ohio utilities should have been aware that the process bid by *FirstEnergy Solutions* reflected significant economic rents and were excessive by any reasonable measure."⁴⁸ This language and other findings of the Auditor was picked up by a media outlet and a story

⁴⁵ See PUCO Docket, Case No. 12-2668-EL-ACP.

⁴⁶ Memorandum Contra at page 14.

⁴⁷ Audit Report at page iv.

⁴⁸ *Id.* (Emphasis added.)

was written on the matter.⁴⁹ There is Commission precedent for a situation such as this one.⁵⁰ In *Consolidated*, one of the utilities publicly filed a document containing information that normally would be treated as a trade secret.⁵¹ A Cincinnati newspaper wrote a story using that information.⁵² The Commission held that:

Information that is or already has been made public cannot be treated as a trade secret under R.C. 1331.61. Thus, in a situation in which information might have fallen within the categories outlined in the order on remand but was released in a public filing by one of the parties, we will not protect that information where it clearly appears in other places in the same document or in other documents.⁵³

The public information included on page iv (paragraph number 8) of the Audit Report, and the information included in the attached article cannot be treated as trade secret information. If the same or similar information is included in the Audit Report but is redacted,⁵⁴ then it should be released to the public in accordance with Commission precedent and Ohio law regarding public records and trade secret information.

The final argument the Company makes is that, according to the Ohio Supreme Court, trade secrets are an exception to the public disclosure requirements of R.C. 149.43. The OCC agrees that actual trade secret information is an exception to Ohio's public records law and that such information is, in general, exempt from public disclosure. The

⁴⁹ John Funk, *Audit finds FirstEnergy overpaid for renewable energy credits, passed on expenses to customers*, (August 17, 2012), available at http://www.cleveland.com/business/index.ssf/2012/08/audit_finds_firstenergy_overpa.html (accessed September 3, 2012).

⁵⁰ *Consolidated Duke Energy Ohio, Inc., Rate Stabilization Plan Remand and Rider Adjustment Cases*, Case no. 03-93-EL-ATA et al., 2008 Ohio PUC LEXIS 327, Entry, *7-8, (May 28, 2008).

⁵¹ *Id.*

⁵² *Id.*

⁵³ *Id.* at *7.

⁵⁴ See page 33 (paragraph number 5) of the Audit Report.

OCC only argues that the information sought in its Motion to Compel is not trade secret information. Accordingly, the Commission should disregard FirstEnergy's arguments on this issue because there is no dispute that actual trade secret information should not be disclosed to the public.

III. CONCLUSION

FirstEnergy was roundly criticized -- in a filed Report by a PUCO Auditor -- for making excessive payments for renewable energy. Ohio customers should be protected from reimbursing FirstEnergy for excessive payments. The PUCO Auditor's Report provides key information for protecting Ohioans. But, through use of the PUCO's discovery rules, FirstEnergy has prevented access to the full official Report and has imposed upon the resources and time of others (including OCC) for obtaining an unredacted copy of the Audit Report. The Auditor's Report should be made available in PUCO cases without even a need for discovery.

FirstEnergy has failed to supply the facts demonstrating how this historical information qualifies as trade secret information. Because historical information regarding the identity of the suppliers who received money from FirstEnergy for RECs is not trade secret information under Ohio law, this Commission should grant OCC's Motion to Compel. And the Commission should order FirstEnergy to immediately provide OCC with a full unredacted copy of the Exeter Audit Report and a complete response to outstanding discovery requests, so that OCC can move forward with protection of Ohio consumers in this case.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing *Reply* was served electronically upon the parties of record identified below on this 14th day of November, 2012.

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Summary: Reply Reply to FirstEnergy's Memorandum Contra Motion to Compel by the Office of the Ohio Consumers' Counsel electronically filed by Patti Mallarnee on behalf of Yost, Melissa Ms.