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May 17, 2018

VIA ELECTRONIC FILING

Attorney Examiner Addison
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

Re: *Dayem v. The Cleveland Electric Illuminating Company*
Case No. 16-1367-EL-CSS

Dear Attorney Examiner Addison:

Please accept this letter as the status report of The Cleveland Electric Illuminating Company ("CEI" or the "Company") for the above-referenced matter pursuant to your Entry dated April 30, 2018.

Mr. Dayem's complaint alleges that CEI improperly maintained electric service in his name despite his request to switch service into the corporate name of an entity of which he is the incorporator. As explained in the Company's Answer, CEI denied Mr. Dayem's request to move service into the name of the corporate entity because the existing account at the property had outstanding arrearages. Moreover, there was previously an issue with tampering while the account was in Mr. Dayem's name. CEI's denial of Mr. Dayem's request was appropriate under both the Company's tariff (P.U.C.O. No. 13, Sheet 4, 1st Revised Page 2 of 21) and Rules 4901:1-10-15(C) and (K), Ohio Administrative Code – which provide that:

Each electric utility may refuse or disconnect service to nonresidential customers for only the following reasons: . . .

(C) When a customer tampers with tampers with electric utility property or engages in a fraudulent practice to obtain service, as set forth in rule 4901:1-10-20 of the Administrative Code . . .

(K) When a former customer, whose account with that electric utility is in arrears for service furnished to the premises, consumes service at, or has requested service for, such premises.

Presently, CEI no longer provides electric service to the property in question. However, as discussed above, CEI appropriately charged Mr. Dayem for this service and appropriately denied his request to have the service switched into the name of another corporate entity. Accordingly, CEI

maintains the position that all outstanding amounts previously charged to Mr. Dayem remain past due and owing.

Ohio Edison agrees to collaborate with Mr. Dayem as requested to schedule a mutually agreeable date for a settlement conference should he wish to maintain this action.

Thank you for your consideration of this matter, and please do not hesitate to contact me should you have any questions or require any additional information.

Respectfully submitted,

/s/ Joshua R. Eckert

An Attorney for The Cleveland
Electric Illuminating Company

cc: Mr. Marwan Dayem

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Summary: Report --The Cleveland Electric Illuminating Company's Status Report Pursuant to Attorney Examiner Entry electronically filed by Mr. Joshua R. Eckert on behalf of The Cleveland Electric Illuminating Company