

IN THE MATTER OF THE COMPLAINT OF
ALAN JONES

VS.

Respondent.

ALAN JONES, COMPLAINANT'S
INITIAL POST-HEARING BRIEF

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I. INTRODUCTION

Alan Jones, Complainant, initiated a complaint against Respondent, The Cleveland Electric Illuminating Company, A FirstEnergy Company, and FirstEnergy Corp. (CEI) for over-billing and associated over-payments by Complainant on electrical usage from CEI. Complainant owned duplex property, located at 2634 Hampshire and 2636 Hampshire Rd., Cleveland Hts. Ohio (Property), with two separate electric meters, one meter on each side of the duplex. Complainant had the electric bill assigned to him when one of the sides of the duplex was unoccupied and thus should have paid for the unoccupied side's limited usage. FirstEnergy Corporation and its affiliates (CEI) mixed the electric meters. In a mixed meter situation, the meter for "A" side was recorded and billed to the account holder of "B" side, and vice-a-versa. Complainant was paying electric bills for the occupied side (and not the unoccupied side), resulting in excessive payments to CEI. This mixed meter situation, and overpaying goes back to 1989 or before Complainant purchased the property in 1988.

Using historic electric usage for the duplex, tenant occupancy data and United States Energy Information Agency (EIA) cost data, the calculated amount overbilled by CEI and improperly overpaid paid by Complainant is \$5,878.69. This claim is for the overpayment by Complainant, that is due Complainant, in the amount of \$5,878.69.

Complainant has met his burden of proof for the full amount due Complainant. Evidence, exhibits and supporting testimony support the three key points that provide the preponderance of evidence that supports the Complainant's claim of \$5,878.69. They are:

- Meters were mixed, resulting in excessive billings/payments by Complainant
- Date when the meters were mixed
- Overpayment amount by Complainant due to mixed meters

First key Fact: Meters were Mixed CEI admitted mixed meters (aka installed in wrong socket) in testimony, documents submitted during discovery, case hearing, and exhibits that clearly state mixed meters at the subject property.

Second key point: Date of Mixed Meters: Two (2) components constitute a mixed meter situation: 1) physical meters installed in wrong socket or location, (aka mixed meter situation) and 2) CEI database has meters recorded at incorrect locations. When these two components exist for 2 or more accounts/meter locations, the result is a mixed meter situation. In a mixed meter situation, one or more parties are harmed by paying a bill, not belonging to him/her. In a mixed meter situation, CEI is in error on billing and the unlawful collections of payments by injured party (Complainant). Complainant submitted exhibits and evidence, including documents and photos produced by Discovery from CEI that clearly show the meters were mixed from 1988 or before Complainant owned the property.

Complainant's Exhibit 5, page 1 and 2, Titled "Data Environment", shows the meter history for each side of the duplex starting on 06/01/65. Complainant's exhibit 5, page 1 (aka CEI-Jones0000001) shows sequence of meter installations and meter numbers from 06/01/65 to 09/16/21. Meters 19972, S311298911 and 5002235047 are all recorded at 2634 Hampshire. Although meters were changed over the years, records indicate it's essentially the same meter account in the same socket. Then on 09/16/21, after investigation by CEI, Meter 5002235047 was removed and replaced due to mixed meters. Examining Complainant exhibit 5, page 2 (aka CEI-Jones0000002), shows a similar sequence of meter installations and meter numbers from 06/01/65 to 09/16/21. Meters 19973, S311298913 and 5002235046 are all recorded at 2636 Hampshire. Again, essentially the same meter account in the same socket. Then on 09/16/21, the meter from 2634 Hampshire, Meter 5002235047, was removed as stated above and was placed at 2636 Hampshire, and finally, CEI records matched the field socket locations. This was only after Complainant noted to CEI the issues of mixed meters in July 2021, then as recorded in Exhibit 5, the records and meters were finally correct on 09/17/21.

Third Key Point: Calculation of overpayment due Complainant: Complainant, using data provided by CEI from Discovery and submitted as exhibits at the hearing, calculated the overpayment by Complainant. Complainant used the same methodology FirstEnergy and its operating companies, including CEI, use to calculate the amount an account is invoiced and owed FE and CEI, when FE or CEI are not able to obtain a meter read, or one is not available¹. FE produces an estimated amount owed using "past use of service" and published rates. Complainant used past use of service and published rates to calculate the \$5,878.69. overpaid by Complainant and due from FE to Complainant.

¹PUCO No 13. The Illuminating Company Schedule of Rates for Electric Service, 1st Revised Page 5 of 21, Electric Service Regulations, paragraph G

II. STATEMENT OF FACTS

Complainant purchased the duplex in 1988 on a Land Contract and in 1989 both meters were on the same side of the house. Existing meter base showing both meters on the same side is shown in the photo evidence^{2, 3}. Complainant upgraded the electric service and at that time, CEI moved one of the meters to the opposite side of the house (to 2634 side). CEI documentation submitted during discovery states both meters on “outside right”, referencing when both meters were on the same side⁴. Records, to this date, have not been updated. When the meter was moved to the 2634 side it was recorded as the meter for the 2636 side, thus the meters have been installed in the wrong sockets at that time, at the latest, or the earliest date, when the meter data records started in 1965. Complainant is only due reimbursement for overpayment since purchasing the duplex in 1988.

CEI has no formal program to verify Meter Data in their computer/billing record’s system (SAP) against the physical location of the meter, or confirm the electric bill is going to the correct person/entity, or the meters are in the correct socket.⁵

Mixed Meters Statement of Fact

1. Fact: CEI admitted to the mixed meters, Complainant’s Exhibit 2⁶
2. Fact: CEI admitted to the mixed meters, Complainant’s Exhibit 3⁷
3. Fact: CEI admitted to the mixed meters, Complainant’s Exhibit 4⁸
4. Fact: CEI admitted to the mixed meters, Complainant’s Exhibit 9⁹
5. Fact: CEI admitted to the mixed meters in the Direct Testimony of Robert Perkins on Behalf of The Cleveland Electric Illuminating Company (CEI)¹⁰
6. Fact: CEI admitted to the mixed meters during Hearing¹¹
7. Fact: Complainant presented evidence, produced by CEI during discovery and submitted as exhibits, of mixed meters, showing mixed meters by meter numbers (enlarged photo with seal, for clarity) as installed on August 18, 2014¹²

²Comp. Exhibit 4, Enlarged Photo showing two meter sockets, (one is blank)

³Transcript pg. 28, Ln 21-25, pg. 29, Ln 1-25, Pg 30, Ln 1-9

⁴Comp. Exhibit 5, pg. 1, Ln 5: Device Location and pg. 2, Ln 5: Device Location

⁵ Transcript Pg. 118, Ln. 5-16

⁶ Comp. Exhibit 2 pg. 3 (Unnumbered Line: “9/27/2021 3:02:35 PM...”,

⁷Comp. Exhibit 3 (Unnumbered Line “7/7/21 MRMX (Meter mix)- Meter 502235046...”

⁸Comp. Exhibit 4, (Unnumbered Line “7/7/21 MRMX (Meter mix)- Meter 502235046...” through last line.

⁹Comp. Exhibit 9, pg. 3, Item 4 and 4.a. (aka CEI-Jones0000022)

¹⁰Respondent Exhibit 2, Direct Testimony of Robert Perkins, Pg. 6 Ln. 13 -18

¹¹ Transcript Pg 83, Ln. 3-11 (references item 10 above and Pg. 117 Ln 3-13

¹²Comp. Exhibit 4 and Comp. Exhibit 5, page 1, 2.

A. Date When Meters Were Mixed Statement of Fact

1. Fact: Respondent provided, as result of Productions of Documents from CEI, and entered into the hearing as Comp. Exhibits 4, 5 (4 pages), and 6 showing meter number history and all service notifications.
2. CEI Data Environment documents, Comp. Exhibit 5 & 6 are CEI's "Chain of Custody". Chain of custody, in legal contexts, is the chronological documentation or paper trail that records the sequence of custody, control, transfer, analysis, and disposition of materials, including physical or electronic evidence.
3. Fact: CEI stated "it was determined that Meter 5002235046 should be tied to 2634 Hampshire Rd and Meter 5002235047 should be tied to 2636 Hampshire Road".^{12.1} This confirms the facts that Meter 5002235047 was mixed and thus billed to the wrong account as stated above.
4. CEI Data Environment documents, Comp. Exhibit 5, page 2 states that Meter 5002235047 was at 2634 Hampshire (mixed meter, meter should be at 2636 Hampshire per item 3 above) from 08/04/20 to 09/16/21.
5. Following the Chain of Custody from present to past, on Comp. Exhibit 5, page 1, Meter S311298911 was recorded as installed at 2634 Hampshire from 08/19/14 – 08/03/20 and replaced by Meter 5002235047 starting on 08/04/20, thus continuing and proving the mixed meter situation from 08/19/14 thru 09/16/21.
6. Fact: Comp. Exhibit 4 (aka CEI-Jones0000019) further confirms the fact that Meter S311298911 was "exchanged" (aka: replaced by) Meter 5002235047 and continued the mixed meter situation. Statement on Comp. Exhibit 4 "Meter S311298911 exchanged to 5002235047..."
7. Fact: Comp. Exhibit 4 further confirms mixed meters as of 08/19/14 as shown in enlarged photo in Exhibit 4. Photo shows Meter S311298911 before being removed by CEI with CEI's wire "seal" securing the meter¹³, demonstrating that the meter was not tampered with or removed by anyone since 08/19/14.
8. Fact: Comp. Exhibit 5, page 1, continuing the meter history's Chain of Custody, meter 19972 was recorded as installed at 2634 Hampshire from the time Complainant purchased the property in 1988 on a Land Contract, and Recorded deed of title transfer in 1989¹⁴ until it was replaced by Meter S311298911 on 08/19/14.
9. Fact: Chain of Custody, as recorded and documented by CEI in Comp. Exhibit 5, shows the mixed meters existed from time of correction on 08/19/21 to when Complainant purchased the property in 1988 and before 1988.¹⁵

^{12.1} 1Respondent Exhibit 2, Direct Testimony of Robert Perkins, Pg. 6 Ln. 13-16

¹³ Transcript Pg 93, Ln 12-14

¹⁴ Comp. Exhibit 12, page 4, 5, Deed of Title Transfer to Alan D Jones, June 1, 1989

¹⁵ Comp. Exhibit 5, page 1 and 2, Data Environment form 01/01/1900 to 12/31/9999

10. Fact: Exhibit 5, page 3 & 4, Display Service Notifications, list all Notifications at the Property. None of the notifications indicate when meter mixed occurred or any issues that would indicate a meter problem. Thus, the Chain of Custody is accurate and shows the meters were mixed since Compliant purchased the property in 1988.
11. Fact: FirstEnergy does not verify, or have any formal program to match physical location of meter, to meter number on physical meter and meter numbers in SAP/Billing systems¹⁶
12. Fact: FirstEnergy and CEI does not have any periodic program to verify that their information is correct within their systems. "So it is possible", per Robert Perkins, CEI Manager, that the meters were mixed since 1965.¹⁷

B. Overpayment amount by Complainant due to Mixed Meters Statement of Fact

1. Fact: CEI renders estimated bills based on past use of service (underlined for emphasis).¹⁸
2. Fact: Complainant's documentary evidence of overpayment amount was based on past use of service at the subject property and available, open source, government agency data¹⁹
3. Fact: FirstEnergy Corp, CEI or any of its subsidiaries do not have a documented procedure to estimate bills beyond "past use of service" statement.
4. Fact: Past use of service is documented in Comp. Exhibit 8, page 2 and Comp. Exhibit 10, page 10
5. Fact: Comp. Exhibit 8, page 2 is historical past use of service at 2634 Hampshire Road provided by CEI to Complainant from PUCO Complaint AJON08416ES. (Complaint was excessive high electric bills when house was unoccupied, originating in 2014).
6. Fact: Comp. Exhibit 10, page 10 for 2634 Hampshire's Usage History (displayed on lower left side of Bill) from A. Rastogi, now former tenant's past use of service.
7. Fact: It is fair and reasonable to conclude that "past use of service" refers to the use of available historical data in possession of CEI and/or Complainant.

¹⁶ Transcript Pg 93, Ln 5-12 and Pg 94, Ln 21-25, Pg 96 Ln 1-3

¹⁷ Transcript Pg 118, Ln 3-25, Pg 119 Ln 1-3.

¹⁸ PUCO No 13. The Illuminating Company Schedule of Rates for Electric Service, 1st Revised Page 5 of 21, Electric Service Regulations, paragraph G.

¹⁹ Comp. Exhibit 8, page 2, Comp. Exhibit 10, page 10, 12, Comp. Exhibit 12, page 8

8. Fact: Respondent did not provide any additional billing data other than submitted in Complainant's Exhibits. CEI unlawfully withheld any additional available historical electric usage or billing data, despite Complainants repeated attempts at Discovery. Data submitted in Exhibits is the only data that can be used for past use of service for calculating overbilling by CEI.
9. Fact: Respondent, through council, repeatedly stated in their standard General Objections (GO) in most all Responses to Complainants Discovery Requests, including THE CLEVELAND ELECTRIC ILLUMINATING COMPANY'S SUPPLEMENTAL RESPONSES AND OBJECTIONS TO COMPLAINANT'S FIRST REQUEST FOR DOCUMENTS FOR DISCOVERY AND RESPONSES AND OBJECTIONS TO COMPLAINANT'S SECOND REQUEST FOR REQUEST FOR COCUMENTS FOR DISCOVERY²⁰ (submitted to PUCO DIS as Exhibit 7: FE Response to A. Jones Document Request (9 pages) :
 - a. GO 1: CEI objects to the Discovery Request to the extent it seeks information that is neither relevant nor material....²⁰
 - b. GO 3: CEI objects to the Discovery Request to the extent it seeks information relating to matters that are neither raised nor relevant to the claims....²⁰
 - c. GO 8: CEI objects to the Discovery Request to the extent they call for disclosure of confidential or privileged information...²⁰
 - d. CEI'S SUPPLEMENTNAL RESPONSE AND OBJECTIONS TO COMPLAINANT'S FIRST REQUEST FOR DOCUMENTS FOR DISCOVERY, (Complainant's REQUEST NO.3, (CEI) SUPPLEMENTAL RESPONSE:²⁰ states "CEI reiterates is(sic) previous objection to this Request on the grounds that it is not relevant to any party's claims or defenses and not reasonably calculated to lead to the discovery of admissible evidence.
10. Fact: CEI states only the documents already produced by CEI in Complainant's Discovery requests are relevant²⁰.

²⁰THE CLEVELAND ELECTRIC ILLUMINATING COMPANY'S SUPPLEMENTAL RESPONSES AND OBJECTIONS TO COMPLAINANT'S FIRST REQUEST FOR DOCUMENTS FOR DISCOVERY AND RESPONSES AND OBJECTIONS TO COMPLAINANT'S SECOND REQUEST FOR REQUEST FOR COCUMENTS FOR DISCOVERY (Addendum 1, attached)

11. Fact: Complainant calculated overpayment amount, now due Complainant by using the following evidence provided by CEI (exhibits) and calculations: ²¹
- a. Total historical, past use of services as provided by CEI from PUCO Compliant AJON08416ES (Comp Exhibit 8, page 2) for 17 months of occupied usage. Divided total usage by 17 months for an average past use of service of 758 KWH/MO.
 - b. Examined past use of service for tenant at the occupied property of 2634 Hampshire, from Jan 21 (January 2021) to Sep 21 (September 2021)²².
 - c. Fact: 2634 use of service is during the mixed meter event; thus 2634 Hampshire was being billed for 2636 Hampshire service.
 - d. Fact: Tenant at 2636 Hampshire moved out of the house on or about June 28, 2021. ²³
 - e. Fact: Tenant at 2634 Hampshire was billed for KWH usage at 2636 Hampshire for unoccupied period of July 2021 and August 2021 and billed the following months in August 2021 and September 2021.
 - f. Fact: 2634 and 2636 Hampshire are nearly identical (mirror image) residences, with same typical occupancy of three tenants on each side during the period of January 2021 through July 2021 for 2634 Hampshire. The average for the 7 months was 746 KWH/ month. This is very similar to the 758KWH/mo. average stated above, (item 11a).
 - g. Fact: When 2636 Hampshire tenants moved out, 2634 Hampshire tenants (paying 2636 Hampshire bill due to mixed meters), usage dropped to 146 KWH/month, or less than 25% of occupied KWH usage. Or more than 75% excess KWH usage paid by Complainant when house was unoccupied.
 - h. Fact: Complainant examined historical leasing information for both 2634 & 2636 Hampshire from 7/1/2014 to 8/1/2021, or 7 years, 1 month (Comp. Exhibit 11, top chart).
 - i. Fact: Complainant examined the electric bill's billing dates and KWH usage that Complainant received when one side was unoccupied (Comp. Exhibit 11, bottom chart). The total KWH usage Complainant paid for during the 7 year, 1 month period was 13454.5 KWH. This total was multiplied by .75 (75%+ overpayment) to arrive at 10090.875 KWH of usage that was overpaid by Complainant during the 7-year 1 month period of 7/1/2014 to 8/1/2021.

²¹ Comp. Exhibit 10, Pg. 10, 12 and Comp Exhibit 11

²² Comp. Exhibit 10, page 10

²³ Comp. Exhibit 10, page 4,5, 6, 7

- j. Fact: United States Energy Information Agency's (EIA) 2021 Utility Bundled Sales to Ultimate Customers-Residential chart (Comp. Exhibit 12), for Cleveland Electric Illum Co. is 12.86 cents/ KWH.
- k. Fact: EIA's 12.86 cents/ KWH is multiplied by the 10090.875 KWH of usage that was overpaid by Complainant to arrive at \$1,297.69 for the 7-year 1 month period of 7/1/2014 to 8/1/2021 that Complainant owned the property. Compl. Exhibit 11.
- l. Fact: \$1,297.69 for the 7-year 1 month period of 7/1/2014 to 8/1/2021 that Complainant owned the property averages \$183.24/year. Compl. Exhibit 11.
- m. Fact: For the 25-year period Complainant owned the property, June 1, 1989 to June 30, 2014 (Compl. Exhibit 12, page 4, 5), Complainant overpaid by an average of \$183.24 per year for a total of \$4581.00. (Compl Exhibit 11)
- n. The total amount overpaid paid by Complainant when property was owned by Complainant, from June 1, 1989, until sold/title transfer (Compl Exhibit 12, page 1, 2) on 08/05/21 is \$5,878.69. (\$1,297.69 from 7/1/2014 to 8/1/2021 plus \$4581.00 from June 1, 1989, to June 30, 2014.) (Comp. Exhibit 11)
- o. Complainant is due from CEI \$5,878.69 for overpayment of electric usage due to the mixed meters from June 1, 1989, to August 5, 2021.

III Law and Argument

A. Complainant met his burden of proof in this proceeding.

Complainant's preponderance of evidence provided significant, undisputed evidence to support Complainant's claim. Section 4905.26 of the Ohio Revised Code requires that the Commission set for hearing a complaint against a public utility when grounds appear that:

Any rate, fare, charge, toll, rental, schedule, classification, or service, or any joint rate, fare, charge, toll, rental, schedule, classification, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained.²⁴

²⁴ R.C.4905.26

Complainant proved by the preponderance of evidence that Complainant was charged rate, fare, charges that were unjust, unreasonable and in violation of the law.

By definition, to prove an element by a preponderance of the evidence simply means to prove that something is more likely than not. In other words, in light of the evidence and the law, do you believe that each element of his/her [claim/counterclaim] is more likely true than not?

Under the Ohio preponderance standard, the burden of proof is met when the party (complainant) with the burden convinces the fact finder (Commission) that there is a greater than 50% chance that the claim is true. To prove an element by a preponderance of the evidence simply means to prove that something is more likely than not. In other words, in light of the evidence and the law, do you believe that each element of his/her claim is more likely true than not?

Complainant has met and exceeded this standard and should be reimbursed for the \$5,878.69 for overpayment of electric usage due to the CEI's mixed meters.

1. Meters were Mixed resulting in excessive billings/payments by Complainant

The meters were mixed at 2634 Hampshire and 2636 Hampshire. This was confirmed by CEI in direct testimony, Discovery and exhibits submitted during the hearing and testimony at the hearing. Complainant has met his burden of proof of the mixed meters.

2. Date When Meters were Mixed

CEI's "Chain of Custody" of the meter installations since 1965, as shown in documented evidence submitted at the hearing²⁵, does not show any mixed meter evidence. Thus the plausible assumption of the presumptive evidence proves a mixed meter situation dating back to when Complainant purchased the house in 1988 on Land Contract.

In the Direct Testimony of Robert Perkins on Behalf of The Cleveland Electric Illuminating Company stated he worked at FirstEnergy for 32 years²⁶. Direct Testimony asked Mr. Perkins if it is possible that the meters were switched before August 4, 2020. Mr. Perkins responded, "Yes, it is possible"²⁷.

²⁵ Comp. Exhibit 5, Pg 1 & 2

²⁶ Respondent Exhibit 2, Direct Testimony of Robert Perkins on Behalf of The Cleveland Electric Illuminating Company, Pg.2, Ln 7,

²⁷ Respondent Exhibit 2, Direct Testimony of Robert Perkins on Behalf of The Cleveland Electric Illuminating Company, Pg7, Ln 15-17

Mr. Perkins also stated at the hearing that it's possible that the meters were mixed before August 17, 2014 or is possible meters were switched in 1988 or 1989²⁸.

Mr. Perkins also stated at the hearing that it's possible that the meters were switched and the records were incorrect when the database was created in 1965²⁹.

CEI or FirstEnergy does not have any periodic program to double-check or verify that their information is correct in their systems (records)³⁰.

There are past incidents that indicate mixed meters and CEI's inability to discover and correct the situation.

The PUCO complaint AJON08416E3 shows that CEI is comparing SAP data that conflicts with field data. Historical data shows records of meter readings in the 32,000 KWH range and field reading of 64,638+ KWH³¹. Complainant was not able to pursue complaint in 2016 due to a work issue that did not permit Complainant to travel to Columbus at that time.

When the 2634 Hampshire Road tenant reported a no-power situation the weekend of July 3, 2021, CEI responded four (4) times and did not discover the Mixed Meters³². Not until an extensive investigation did CEI discover their error. CEI summary of events, Comp. Exhibit 3 and 4.

The preponderance of evidence presented meets the standard of proof that the meters were more likely than not, mixed since Complainant purchased the property in 1988.

Supreme Court of Ohio has held that the standard for administrative cases is a preponderance of the evidence. VFW Post 8586 v. Ohio Liquor Control Comm., 83 Ohio St.3d 79, 81 (1998). See, also, Ohio State Bd. of Pharmacy v. Weinstein, 33 Ohio Misc.2d 25, 27 (Hamilton C.P.1987); Buckeye Bar, Inc. v. Liquor Control Comm., 32 Ohio App.2d 89, 91 (10th Dist.1972); Sanders v. Fleckner, 59 Ohio Law Abs. 135 (2d Dist.1950).

Preponderance of evidence means that the Complainant has the burden of showing that it is more likely than not that the events stated occurred. See Pang v. Minch, 53 Ohio St.3d 186, 197 (1990).

The standard of "clear and convincing" evidence has been rejected as inappropriate. Sanders v. Fleckner, 59 Ohio Law Abs. 135 (2d Dist.1950).

²⁸Transcript Pg 117, Ln 11-25

²⁹ Transcript Pg 118, Ln 1-3

³⁰Transcript Pg 118, Ln 5-25, Pg 119, Ln 1-3

³¹ Comp. Exhibit 8, partial summary and the full case documents for AJON08416E3 as Exhibit 3 in DIS 5/3/2023

³²Comp. Exhibit 5, Pg. 3, Display service Notifications list of Notifications, 3rd Batch of Notifications, Notifications #759458028, 759458309, 759458628, 759458798

3. Overpayment amount by Complainant due to mixed meters

The Overpayment amount due Complainant was demonstrated by statistical evidence using a plausible calculation of average electric usage and government records when Complainant's property was unoccupied. As shown by the tenant's record at 2634 Hampshire, who was paying the electric usage at 2636 Hampshire, and when the house was vacated at 2636 Hampshire, the KWH electric usage was reduced by over a factor of 4³³.

PUCO No 13. The Illuminating Company Schedule of Rates for Electric Service, 1st Revised Page 5 of 21, Electric Service Regulations, paragraph G. Estimated Bills: states:

"The Company attempts to read meters on a regular basis but there are occasions when it is impractical or impossible to do so. In such instances the Company will render an estimated bill based upon past use of service."

Complainant applied the same methodology as used by CEI for the estimated overpayment and amount owed Complainant, using the past use of service. Complainant applied the direct and documentary evidence to a statistical standard based on the past use of service.

This use of evidence and statistical analysis resulted in an overpayment and amount due Complainant of \$5,878.70

IV Conclusion

The preponderance evidence presented in this proceeding clearly demonstrates that Complainant is due \$5,878.70 from Respondent, The Illuminating Company, a FirstEnergy Company, and FirstEnergy Corp.

Complainant has MET his burden of proof in these proceedings. Complainant presented a preponderance of evidence of the switched/mixed meters, date of mixed meters and reliable calculation of overpayment based on past use of service (FE method) and government published data.

Respondent presented NO evidence or expert testimony to rebut Complainant evidence, conclusions, and calculations. Respondent admitted that meters were switched, in multiple documents, testimony and related cases.

For the foregoing reasons, the Commission should find in favor of Complainant and award proper and just overpayment due Complainant in the amount of \$5,878.70.

Submitted by;

Complainant:

/s/ *Alan Jones*

Alan Jones

410 Wakefield Run Blvd.

Hinckley, Ohio 44233

216-408-4346 alanmichele@roadrunner.com

³³Comp. Exhibit 10, Pg 7-10

CERTIFICATE OF SERVICE

On October 25, 2023, the foregoing document was filed on the Public Utilities Commission of Ohio's (PUCO) Docketing Information System. The PUCO's e-filing system will electronically serve notice of the filing of this document on all parties of record in this proceeding. A service copy has been sent by email on October 25, 2023, to the Respondent's council at the following:

John W. Breig, Jr.
Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 200
Cleveland, Ohio 44114-2378
Emailed to: jbreig@beneschlaw.com

/s/ Alan D. Jones

Complainant

Alan Jones
410 Wakefield Run Blvd.
Hinckley, Ohio 44233
216-408-4346 alanmichele@roadrunner.com

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Case No(s). 22-0016-EL-CSS

Summary: Brief Complainant Initial Post Hearing Brief electronically filed by Mr.
Alan D. Jones on behalf of Alan Jones.