

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

| | | |
|-------------------------|---|-------------------------|
| In the Matter of the | : | |
| Complaint of: | : | |
| | : | |
| R. Simballa and Mary C. | : | |
| Simballa, | : | |
| | : | |
| Complainants, | : | |
| | : | |
| vs. | : | Case No. 22-1065-EL-CSS |
| | : | |
| Ohio Edison Company, | : | |
| | : | |
| Respondent. | : | |

- - -

PROCEEDINGS

before Ms. Greta See, Attorney Examiner, at the
Public Utilities Commission of Ohio, 180 East Broad
Street, Room 11-D, Columbus, Ohio, called at 11:00
a.m. on Thursday, December 14, 2023.

- - -

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-5201
(614) 224-9481

- - -

1 APPEARANCES:

2 Ms. Mary C. Simballa
3 42100 Cream Ridge Road
4 Lisbon, Ohio 44432

5 On behalf of the Complainants.

6 Benesch, Friedlander, Coplan & Aronoff, LLP
7 By Mr. Christopher A. Rogers
8 127 Public Square, Suite 4900
9 Cleveland, Ohio 44114

10 On behalf of the Respondent.

11 - - -
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

- - -

| WITNESS | PAGE |
|-------------------------------------|------|
| Mary C. Simballa | |
| Direct Examination | 9 |
| Cross-Examination by Mr. Rogers | 28 |
| Marilyn Cottrill | |
| Direct Examination by Mr. Rogers | 48 |
| Cross-Examination by Ms. Simballa | 51 |
| Examination by Examiner See | 54 |
| Redirect Examination by Mr. Rogers | 58 |
| Further Examination by Examiner See | 58 |

- - -

| COMPLAINANT EXHIBIT | IDENTIFIED | ADMITTED |
|---------------------|------------|----------|
| 1 Payment Receipts | 12 | 61 |

- - -

| RESPONDENT EXHIBITS | IDENTIFIED | ADMITTED |
|---|------------|----------|
| A E-Mail Chain | 29 | 61 |
| B Direct Testimony of Marilyn Cottrill | 48 | 61 |

- - -

Thursday Morning Session,
December 14, 2023.

- - -

EXAMINER SEE: Good morning. Scheduled
for hearing at this time and place before the Public
Utilities Commission is Case No. 22-1065-EL-CSS,
being entitled in the Matter of the Complaint of R.
Simballa and Mary C. Simballa versus Ohio Edison
Company.

My name is Greta See, and I am one of the
Attorney Examiners in the Legal Department. I will
be conducting the hearing this morning.

At this time I would like to take
appearances of the parties. First on behalf of the
Complainant.

MS. SIMBALLA: Mary C. Simballa.

EXAMINER SEE: And your address, please?

MS. SIMBALLA: 42100 Cream Ridge Road,
Lisbon, Ohio 44432.

EXAMINER SEE: Okay. And, Ms. Simballa,
let me ask you are you a licensed attorney in Ohio?

MS. SIMBALLA: Yes, I am, but I am here
as a consumer.

EXAMINER SEE: Okay. Mr. -- on behalf of
Ohio Edison Company.

1 MR. ROGERS: Christopher Rogers from
2 Benesch, Friedlander, Coplan & Aronoff on behalf of
3 Ohio Edison.

4 EXAMINER SEE: Okay. And --

5 MS. SIMBALLA: Your Honor, Kevin
6 Simballa, he is also an owner of the property, and he
7 will have testimony as well.

8 EXAMINER SEE: Okay.

9 MR. ROGERS: And, your Honor, we would
10 object to his testimony. We asked Ms. Simballa to
11 provide facts Mr. Simballa would testify to. She
12 refused to do so. I asked for follow-up via e-mail
13 for her to supplement her interrogatories to provide
14 the facts of his testimony, and she never responded
15 to that e-mail, so we would object to his testimony.

16 MS. SIMBALLA: Your Honor, he just didn't
17 like my answer. He asked for the information what he
18 will be testifying. I gave that information.

19 MR. ROGERS: I asked for the subject
20 matter and the facts to which he would be testifying.

21 EXAMINER SEE: Okay. Wait a minute. The
22 conversation is going to be directed to me.

23 MS. SIMBALLA: Yes, ma'am.

24 EXAMINER SEE: You are only going to
25 speak -- speak if I ask you a question, and I will

1 give the opposing counsel time to respond. So there
2 are the ground rules. I expect them to be followed.

3 MS. SIMBALLA: Yes, ma'am.

4 EXAMINER SEE: Ms. Simballa, your first
5 witness.

6 MS. SIMBALLA: Would be Kevin Simballa.
7 May I present -- since I am here as a consumer, may I
8 present my -- my information first?

9 EXAMINER SEE: You will as the
10 Complainant because you have the burden of proving
11 the allegations in the complaint. So your first
12 witness.

13 MS. SIMBALLA: Would be myself. Would
14 you like me to take the stand or just present from
15 here?

16 EXAMINER SEE: Well, I prefer it be here.

17 MS. SIMBALLA: Okay.

18 EXAMINER SEE: If you are going -- go
19 ahead. It can be there. It can be from your seat.

20 MS. SIMBALLA: Okay. I called Ohio
21 Edison --

22 EXAMINER SEE: Just a moment. Raise your
23 right hand. Right.

24 (Witness sworn.)

25 EXAMINER SEE: Thank you. Have a seat.

1 Ms. Simballa, I have a few preliminary
2 questions for you before you get started with your
3 testimony. The account is in the name of R.
4 Simballa?

5 THE WITNESS: Yes, sir -- yes, ma'am.
6 Sorry.

7 EXAMINER SEE: And who is that?

8 THE WITNESS: That was our father.

9 EXAMINER SEE: And I believe in -- is
10 your father still living at the property?

11 THE WITNESS: No. He passed away in
12 2014.

13 EXAMINER SEE: And you reside at the
14 property?

15 THE WITNESS: Yes.

16 EXAMINER SEE: Okay. You indicated that
17 you plan on offering the testimony of -- are you the
18 only occupant of the property?

19 THE WITNESS: No, no. He has a farm of
20 his own, but we are trying to get the family farm
21 back up and going again, so he is there a lot of the
22 time.

23 EXAMINER SEE: Okay. But he -- he would
24 be --

25 THE WITNESS: Yes, he eats there. He

1 sleeps there, but his legal residence is elsewhere.

2 EXAMINER SEE: So you and Kevin --

3 THE WITNESS: Yes, ma'am.

4 EXAMINER SEE: -- both reside at the
5 property on 42100 Cream Ridge Road?

6 THE WITNESS: Yes, yes.

7 EXAMINER SEE: Are there other occupants
8 of the property?

9 THE WITNESS: No.

10 EXAMINER SEE: Okay. And since your
11 father passed on, you and Mr. Simballa are the
12 only -- have been the only residents of the property?

13 THE WITNESS: There was a six-year
14 dispute over -- over the property. During that time
15 there was a lot of upheaval. We finally ended up
16 leaving the property until we got a court order
17 dividing -- resolving the dispute.

18 EXAMINER SEE: Okay. All right.

19 THE WITNESS: So there was times when we
20 weren't there and there was times when unwanted
21 people were there.

22 EXAMINER SEE: Okay. Go on with your
23 testimony.

24 - - -

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MARY C. SIMBALLA

being first duly sworn, as prescribed by law, was
examined and testified as follows:

DIRECT EXAMINATION

THE WITNESS: Okay. After -- part of
that dispute was the oldest of us stole mail out of
the mailbox and then because we left, we had to
change our address so there was disruption in the
mail services. So I started paying the bills by
phone and smart phone. Just you got the number in.
You don't open your bills again. It tells you what
you owe and pay it. So --

EXAMINER SEE: And this is starting when,
approximately?

THE WITNESS: Probably 2018.

EXAMINER SEE: So starting in 2018, you
began to pay the bill by phone.

THE WITNESS: Yeah.

EXAMINER SEE: Okay.

THE WITNESS: Sometimes by mail,
sometimes by phone depending on what all was going on
because, like I say, it was a very upheaval time.

EXAMINER SEE: Okay.

THE WITNESS: There were some bills
missed but they were paid. Ohio Edison never got

1 cheated out of any of their money. I got a bill for
2 an outrageous amount of money, so I called to find
3 out what was -- what the basis of it was.

4 EXAMINER SEE: And when was this,
5 Ms. Simballa?

6 THE WITNESS: I do believe that was in
7 April for the May bill, April for the May bill maybe
8 of 2022.

9 EXAMINER SEE: Okay.

10 THE WITNESS: The customer service line
11 at Ohio Edison is very non-service oriented. Got
12 some rude comments. Anyway unpleasant experience.
13 So I paid the bill and marked out the current charges
14 to be paid because those were not in dispute. The
15 security deposit was in dispute.

16 EXAMINER SEE: And when would you have
17 paid this bill?

18 THE WITNESS: That would have been paid
19 the end of May for the June bill, for the June due
20 date. I have copies, if I may?

21 EXAMINER SEE: How many copies do you
22 have, ma'am?

23 THE WITNESS: I think there's like 10
24 papers here.

25 EXAMINER SEE: Are all those the same

1 bill?

2 THE WITNESS: No.

3 EXAMINER SEE: Do you have an additional
4 copy of?

5 THE WITNESS: Yes, I have one for
6 everybody.

7 EXAMINER SEE: Okay.

8 THE WITNESS: It will make it easier to
9 follow. Thank you.

10 EXAMINER SEE: Did you provide one to
11 opposing counsel, please?

12 THE WITNESS: We will just go down the
13 stack.

14 EXAMINER SEE: Let's -- are you going to
15 refer?

16 THE WITNESS: Discuss those, yes, and I
17 will be referring to those.

18 EXAMINER SEE: And are you about to pull
19 out others?

20 THE WITNESS: I didn't know if Miss
21 Cottrell wanted a set, and I didn't know if the court
22 reporter needed a set.

23 EXAMINER SEE: The court reporter will
24 definitely need a set but let's mark this as
25 Complainant Exhibit 1.

1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 EXAMINER SEE: Let's go off the record
3 for just a moment.

4 (Discussion off the record.)

5 EXAMINER SEE: Okay. Let's go back on
6 record.

7 Go ahead, Ms. Simballa.

8 THE WITNESS: So after I called about the
9 large bill, I figured out what the consumption
10 charges were, tallied that up, and paid that amount
11 because it was not in dispute. Of course, I didn't
12 know they had not followed that until I got the next
13 bill which would be the next sheet down.

14 EXAMINER SEE: This would be what has now
15 been marked as Complainant's Exhibit 1 on the second
16 page; is that correct?

17 THE WITNESS: Yes, ma'am.

18 EXAMINER SEE: But that is not the entire
19 bill. That's only one page. Okay.

20 THE WITNESS: The next -- I marked the
21 money order for current charges. This whole stack
22 was duly noted to be applied to the current charges,
23 and Ohio Edison did not. They applied it to the
24 security deposit instead.

25 The testimony of Ms. Cottrell claims that

1 the notation on the May bill was merely a
 2 calculation. I figured since that's what the payment
 3 amounted to, they would understand that which
 4 obviously they didn't. However, she then testifies
 5 that -- on page 10, line 23, of her testimony that
 6 the calculation is immaterial and on page 13, line 7
 7 through 9, that the other payments were also
 8 ineffective because Ohio Edison had applied the May
 9 payment to the security deposit regardless of how she
 10 dictated her payments.

11 EXAMINER SEE: Okay. Ms. Simballa, I
 12 need you to state your case before you move to the
 13 other side so that it's clear for the record what you
 14 are alleging has happened and why you believe it is
 15 incorrect, unreasonable, unlawful, okay?

16 THE WITNESS: Okay. The application for
 17 the security deposit, 490 -- 4901:1-10 -- or 2
 18 requires utility companies to comply with the laws of
 19 the state. The common law of Ohio regarding
 20 application of payments --

21 MR. ROGERS: Objection, your Honor, to
 22 the extent she is stating the law of the state.

23 EXAMINER SEE: That is a matter that will
 24 be determined by the Commission. Just give us
 25 your --

1 THE WITNESS: Okay. So the continued
2 lack of application of current charges as directed by
3 the payor against common law of Ohio --

4 MR. ROGERS: Objection to the extent she
5 is testifying to common law of Ohio.

6 THE WITNESS: And the --

7 EXAMINER SEE: The objection is
8 sustained.

9 Ms. Simballa.

10 THE WITNESS: Yes, ma'am.

11 EXAMINER SEE: For the bill that you --
12 that was sent to you in April of '22, which you said
13 was outrageous, why did you believe it was
14 outrageous?

15 THE WITNESS: Because our bill usually
16 runs about less than \$100, right around \$100.

17 EXAMINER SEE: Okay.

18 THE WITNESS: And I opened, seen \$269.
19 That was a little bit more than I was expecting when
20 I opened up the envelope.

21 EXAMINER SEE: Okay. Did you determine
22 why this bill was more than what you expected?

23 THE WITNESS: Yes. I called Ohio
24 Edison's customer service line. They told me it was
25 the security deposit.

1 EXAMINER SEE: Okay. And of what has
2 been marked as Complainant Exhibit 1, where do you --
3 did you pay the security deposit?

4 THE WITNESS: I did not intend to pay the
5 security deposit until it was discussed. But when I
6 got the next bill and it had not been applied, they
7 said they had applied the previous payment to the
8 security deposit.

9 EXAMINER SEE: Okay. And of the -- of
10 the receipts that you handed myself, co-counsel, and
11 the court reporter, and what is marked as
12 Complainant's Exhibit 1, where is your -- is your
13 receipt for making that payment included in that
14 stack?

15 THE WITNESS: Just the money order
16 showing it was paid.

17 EXAMINER SEE: And which one -- which
18 receipt is that? What page?

19 THE WITNESS: The very first page,
20 \$155.32.

21 EXAMINER SEE: And that was paid on?

22 THE WITNESS: May 27.

23 EXAMINER SEE: Okay. All right.

24 Continue. Go ahead.

25 THE WITNESS: That's basically where it

1 ended. I kept sending them partial payments. I
2 called a couple of times. They said it was applied
3 to the security deposit. Rude comments got to me. I
4 called the Public Utilities Commission to find out
5 what I could do, and they said I could file a
6 complaint.

7 EXAMINER SEE: Okay. When did you call
8 the Public Utilities Commission?

9 THE WITNESS: This bill went out in May.
10 Didn't know until the end of June so probably in July
11 for the informal complaint.

12 EXAMINER SEE: And you called the
13 Commission's --

14 THE WITNESS: 1-800 number.

15 EXAMINER SEE: -- call line, 1-800. And
16 you believe that happened in July.

17 THE WITNESS: Yes. Ms. Cottrell provided
18 the dates.

19 EXAMINER SEE: And what was the outcome
20 of you contacting the Commission?

21 THE WITNESS: The Commission said they
22 would contact Ohio Edison after fairly quick
23 turnaround. They called me back and said Ohio
24 Edison's response was basically denied -- denying
25 that there was a claim type of answer and that if I

1 wanted to pursue, my only option was to file a formal
2 complaint.

3 EXAMINER SEE: Okay.

4 THE WITNESS: But it had -- it couldn't
5 just be because I was upset about the bill or lousy
6 so-called service of the customer service department.
7 It actually had to be a violation of the law or the
8 Code, Administrative Code.

9 EXAMINER SEE: Okay. And you did then
10 subsequently file a complaint; is that -- a formal
11 complaint; is that correct?

12 THE WITNESS: Yes, ma'am.

13 EXAMINER SEE: And that is the reason why
14 we are here today, correct?

15 THE WITNESS: Yes, ma'am.

16 EXAMINER SEE: Okay. Was it ever
17 explained to you why Ohio Edison sought a security
18 deposit?

19 THE WITNESS: There wasn't a question of
20 that -- it wasn't a mystery of that. It was the way
21 the customer service handled it. I knew that I was
22 missing the bills not because we didn't have the
23 money. As a matter of fact, one of the bill
24 collectors came. They got the money from Kevin, not
25 from me. The testimony says that she paid. I didn't

1 pay. It was just because of the disruption in the
2 mail service, disruption of everything else that was
3 going on, recovering from the upheaval of the family
4 dispute over the farm. It just wasn't at the top
5 list of the priorities.

6 It wasn't like everything settled and
7 your home came in, your mail came in, and you sent it
8 back out when things are normal. It was just an
9 upheaval. And then to call a company line that was
10 supposed to offer customer service and get treated
11 the same way that the oldest of us treated us just
12 hit too many raw nerves too quick and --

13 MR. ROGERS: Your Honor, I am going to
14 object to the customer service. Her complaint
15 doesn't actually make allegations against the quality
16 of the customer service center.

17 EXAMINER SEE: The objection is noted and
18 overruled.

19 Okay. And you did participate in a
20 prehearing conference to see if matters could be
21 resolved between yourself and Ohio Edison --

22 THE WITNESS: Yes, ma'am, we did.

23 EXAMINER SEE: -- correct? Okay. First,
24 let me go back. I think you just said someone --
25 there were bill collectors?

1 THE WITNESS: Yeah. They were field
2 collection agents I think they were labeled.

3 EXAMINER SEE: And when do you recall
4 that happening? If you know from your own personal
5 knowledge.

6 THE WITNESS: The dates in here seem
7 right, May.

8 EXAMINER SEE: The dates in here would
9 be? What are you referring to?

10 THE WITNESS: The dates from
11 Ms. Cottrell. She stated --

12 EXAMINER SEE: Okay. So you are dis --

13 THE WITNESS: I am relying on her
14 records.

15 EXAMINER SEE: Let me finish the question
16 first.

17 THE WITNESS: I'm sorry.

18 EXAMINER SEE: You are not in
19 disagreement with the dates offered in Ohio Edison's
20 witness's testimony.

21 THE WITNESS: No, I am not disagreeing
22 with them, you are correct.

23 EXAMINER SEE: So someone did come out to
24 collect Ohio Edison charges at some point between
25 now -- between -- I think you said this started in

1 2022? Let me -- strike that.

2 When was someone coming out to your
3 property to collect charges?

4 THE WITNESS: 2021.

5 EXAMINER SEE: Was your service
6 disconnected?

7 THE WITNESS: No, it was not.

8 EXAMINER SEE: Okay. The charges were
9 paid --

10 THE WITNESS: Yes.

11 EXAMINER SEE: -- at that time? Okay.

12 THE WITNESS: I was not home. Kevin was
13 there.

14 EXAMINER SEE: Okay. You said that was
15 in 2021. After filing a formal complaint in this
16 case, there was an -- was there an agreement between
17 yourself and Ohio Edison to resolve the dispute?

18 THE WITNESS: Yes, there was.

19 EXAMINER SEE: Okay. What is your
20 understanding of the terms of that agreement?

21 THE WITNESS: The terms were that you
22 would pay the security deposit which I did on the
23 30th of January. That's when I bought the money
24 order, mailed it out. The -- they would return that
25 security deposit in May of 2023.

1 MR. ROGERS: Objection, misstates the
2 agreement. There is an e-mail.

3 EXAMINER SEE: I'm sorry?

4 MR. ROGERS: She's misstating the
5 agreement. It was May or June. There is an e-mail
6 correspondence regarding that.

7 EXAMINER SEE: Okay. So noted.

8 THE WITNESS: They would -- they would
9 return my money -- my security deposit in four or
10 five months as opposed to the one year that they were
11 wanting to keep it. In return they wanted a
12 confidentiality agreement which I understood they
13 don't want everybody doing the same thing. I
14 understand that part.

15 EXAMINER SEE: I'm sorry. What was that
16 again?

17 THE WITNESS: They -- I'm sorry.

18 EXAMINER SEE: The end of the sentence.
19 I heard they wanted a confidentiality agreement.

20 THE WITNESS: They wanted a
21 confidentiality agreement which I understood because
22 they don't want it to be public -- public
23 knowledge --

24 EXAMINER SEE: Okay.

25 THE WITNESS: -- that they will negotiate

1 on things like that. But the terms that we had
2 discussed during the settlement conference was that I
3 would pay the bill, pay the security deposit, they
4 would return it, and that I would dismiss it.

5 When they sent me the confidentiality
6 agreement, it included additional terms and changed
7 some of the terms of that very simple agreement. And
8 I did not agree to any of those terms, and I would
9 not agree to those terms had they been offered during
10 the settlement conference.

11 EXAMINER SEE: Without going into
12 significant detail, what were the additional terms in
13 general?

14 THE WITNESS: May I refer? Let's see
15 here, there was one that was --

16 EXAMINER SEE: I am going to ask that you
17 not read from the agreement, and you just give me
18 some general idea of what the additional terms --

19 THE WITNESS: They expanded it to include
20 settles all claims past, present, future. That --
21 that was the real kicker there. It's been so long
22 since I have looked at it I don't remember the
23 details. That's what really stuck in my brain, that
24 point. I'm sorry. I can't remember at the moment.

25 EXAMINER SEE: And your concern was that

1 it sought to --

2 THE WITNESS: Expand their rights and
3 diminish mine. One of the other things they could
4 talk about it to a multitude of people, but I
5 couldn't tell anybody.

6 EXAMINER SEE: Okay.

7 THE WITNESS: It was completely
8 unbalanced as far as what they got out of it versus
9 what they were expecting me to continue to give up
10 that I hadn't agreed to give up in the first place.

11 EXAMINER SEE: Okay. May I ask what you
12 thought that included?

13 THE WITNESS: The big one was the settles
14 all disputes past, present, future.

15 EXAMINER SEE: Without any further --

16 THE WITNESS: Litigation.

17 EXAMINER SEE: -- detail?

18 THE WITNESS: Yes. Without any -- and
19 that included the loss of any other reprieve as far
20 as seeking other judicial actions or anything like
21 that.

22 EXAMINER SEE: Okay.

23 THE WITNESS: I almost had one, and it
24 slipped away.

25 EXAMINER SEE: I'm sorry. Say that

1 again.

2 THE WITNESS: I almost had another point
3 without looking at the papers, but it slipped away.
4 I apologize.

5 EXAMINER SEE: Okay. If you would like
6 to take a moment.

7 THE WITNESS: It required an agreement
8 for that I take responsibility for the document, that
9 there -- that it was a joint document and I had no
10 input whatsoever into the creating the Settlement
11 Agreement. The -- it was -- could be dismissed with
12 prejudice. I never agreed to that. Dismiss it but
13 not without -- not with -- without prejudice -- with
14 prejudices rather. It was all to build an extra
15 layer upon layer protection for them versus just the
16 simple agreement we had agreed to.

17 EXAMINER SEE: Okay.

18 THE WITNESS: And it sounds nitpicky, but
19 we've had other experiences with other personnel of
20 Ohio Edison, and it is very -- very common to have I
21 said so therefore it is type of conversations. And
22 it is very common for their interpretation of what
23 they said to be completely different. So when this
24 here came in in the -- in the expanded format above
25 and beyond what we had agreed to, the alarm bells

1 went off because I have been down that road with them
2 before related to other issues.

3 EXAMINER SEE: So is this the first
4 complaint that you have filed before the Commission
5 against Ohio Edison?

6 THE WITNESS: Yes, ma'am, it is.

7 EXAMINER SEE: Okay. So when you said
8 there have been other issues, I assume you are
9 referring to a complaint in a court of competent
10 jurisdiction.

11 THE WITNESS: No. It was always --

12 EXAMINER SEE: These are other issues
13 that didn't reach that stage.

14 THE WITNESS: Correct. But that was what
15 I was trying to get to. Thank you.

16 EXAMINER SEE: Okay. You also mentioned
17 that it was -- they wanted it to be with prejudice?

18 THE WITNESS: Yes.

19 EXAMINER SEE: And as I think I have
20 inquired before, Ms. Simballa, you are a licensed
21 attorney within the State of Ohio, and you have an
22 understanding of what with prejudice means, correct?

23 THE WITNESS: It means you cannot revive
24 the issue.

25 EXAMINER SEE: Okay. And so that is a

1 yes.

2 THE WITNESS: Yes.

3 EXAMINER SEE: Okay. All right. And so
4 there was an agreement and did Ohio Edison refund or
5 credit the amount of the security deposit to the
6 account?

7 THE WITNESS: They -- they credited it
8 toward the account, but the agreement was to return
9 it.

10 EXAMINER SEE: Okay. And when you say
11 return, tell me how that is a distinction.

12 THE WITNESS: Similar to if you buy a
13 gift, receive a gift for Christmas, and you take it
14 back to the store without a sales receipt expecting
15 to get a refund so you can take your money and go buy
16 what you want where you want, and instead they give
17 you a gift card that's good at their store only.
18 That is a credit.

19 EXAMINER SEE: Okay. So you wanted what
20 instead?

21 THE WITNESS: I wanted a refund as they
22 had agreed.

23 EXAMINER SEE: So you wanted a check.

24 THE WITNESS: Yes.

25 EXAMINER SEE: Or cash in hand.

1 THE WITNESS: Yes.

2 EXAMINER SEE: Okay. Thank you. And
3 when did -- do you recall when Ohio Edison credited
4 the amount of the security deposit back to your
5 account?

6 THE WITNESS: I do believe it was in the
7 June bill. It was on time according to the original
8 agreement, yes.

9 EXAMINER SEE: Okay.

10 THE WITNESS: May, June, whichever but it
11 has been credited at the time frame.

12 EXAMINER SEE: That was June of what
13 year?

14 THE WITNESS: This year, 2023.

15 EXAMINER SEE: Okay. And as you recall,
16 were there any other terms that you were responsible
17 for complying with as a part of the Settlement
18 Agreement?

19 THE WITNESS: The dismissal and pay the
20 security deposit and dismiss the claim, dismiss the
21 complaint.

22 EXAMINER SEE: And those were the only
23 two requirements.

24 THE WITNESS: Yes.

25 EXAMINER SEE: Okay. All right. Is

1 there anything else that you would like to add or
2 clarify for the record?

3 THE WITNESS: No, ma'am.

4 EXAMINER SEE: Cross-examination?

5 MR. ROGERS: Yes, your Honor.

6 - - -

7 CROSS-EXAMINATION

8 By Mr. Rogers:

9 Q. Ms. Simballa, during the settlement
10 conference, there was also an additional requirement,
11 wasn't there?

12 A. No. It was to dismiss after you returned
13 the security deposit.

14 Q. But the original agreement was to -- for
15 you to enroll in auto pay as well, wasn't it?

16 A. Not -- that wasn't part of the agreement.
17 You offered that. You asked for that, and I said no,
18 so it was not part of the agreement.

19 Q. And so after that, I went back to Ohio
20 Edison, correct?

21 A. Yes. You came back and said auto pay was
22 no longer a requirement.

23 Q. And I sent you an e-mail, correct?

24 A. Yeah. We exchanged e-mails.

25 Q. And I -- the e-mail set forth the terms

1 of the Settlement Agreement.

2 A. I don't remember the -- exact content of
3 that exact e-mail; but, yes, we exchanged e-mails
4 regarding the Settlement Agreement. But the e-mail
5 started with return your security deposit, and then
6 the language changed to refund.

7 MR. ROGERS: May I approach?

8 EXAMINER SEE: Yes.

9 Q. Handing you what's been marked as Exhibit
10 A.

11 EXAMINER SEE: This is Respondent --
12 Respondent Exhibit A, please.

13 MR. ROGERS: Yes.

14 EXAMINER SEE: The exhibit is so marked.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 Q. Ms. Simballa, do you recognize this
17 e-mail?

18 A. Yeah.

19 Q. And on it it says "Ohio Edison is willing
20 to forego requiring you to enroll in autopay. Please
21 let me know if you will accept Ohio Edison's offer to
22 credit the security deposit to your account in
23 May/June 2023 if you pay the security deposit and
24 continue paying in full and on time until then, in
25 exchange for dismissing your complaint." Did I read

1 that correctly?

2 A. You read it correctly but this is after
3 the security -- after the Settlement Agreement, and
4 the agreement at that time was to return and the
5 documents that I provided to -- to you and filed with
6 the court -- with the Commission you sent me one
7 saying "return."

8 Q. But this agreement states "credit,"
9 correct?

10 A. Your version --

11 EXAMINER SEE: I'm sorry. Say that
12 again.

13 Q. This e-mail that I sent you states shall
14 "credit the account."

15 A. This e-mail does. The other one said
16 return and that was what was agreed upon at the
17 settlement conference.

18 Q. But the Settlement Agreement also
19 required you to enroll in auto pay, and you rejected
20 that agreement.

21 A. Right.

22 Q. And so I came back to you with a new
23 offer which -- which stated "credit," and you
24 accepted that, correct?

25 A. And then your other e-mails came back

1 with "return."

2 Q. But you -- but this -- the original
3 agreement was "credit the account."

4 A. No. We negotiated a return. You
5 referenced a return in your later e-mails.

6 Q. Did you ever require a check?

7 A. Require it? That was the agreement.

8 Q. Did you ever state I want a check?

9 A. No. That -- it's common knowledge the
10 difference between a store credit and a refund and
11 return.

12 MR. ROGERS: Move to strike what's common
13 knowledge.

14 EXAMINER SEE: Let's move on.

15 Q. And, Ms. Simballa, did -- were there
16 multiple versions of the Settlement Agreement?

17 A. Once the first one was so much on par
18 with what -- my previous experiences, it was the only
19 one that I read.

20 Q. But I did attempt to modify the agreement
21 to address your concerns; isn't that correct?

22 A. That I don't know because I did not open
23 those e-mails. That agreement that you sent was the
24 only one. That rejected the original plan.

25 Q. But you never agreed to the additional

1 terms that we were negotiating.

2 A. I never agreed to the terms in the
3 Settlement Agreement, no.

4 Q. Are you disputing there was an agreement?

5 A. There was an agreement enough that I paid
6 the \$114 security deposit. But then that -- that
7 agreement was revoked, breached, rescinded by Ohio
8 Edison when they demanded more terms that were --
9 that were in excess of the agreed upon terms.

10 Q. Have you ever negotiated a contract
11 before in your job as an -- in your position as an
12 attorney?

13 A. I have negotiated it for the family.

14 Q. Have you ever negotiated a contract where
15 you agree on the essential terms and then continue
16 negotiating the finer points?

17 A. Yes.

18 Q. And is that contract still valid when you
19 agree on the essential terms?

20 A. Yes. But you changed the essential terms
21 so, therefore, there was no more agreement.

22 Q. What essential terms did I change?

23 A. You changed the -- the scope of the
24 confidentiality. You changed the -- well, there is
25 three pages of changes. You gave me a three-page

1 contract, and I came up with three pages of problems.

2 Q. Absent the written Settlement Agreement,
3 could Ohio Edison have performed the agreement?

4 EXAMINER SEE: I'm sorry?

5 Q. Absent the written agreement could -- and
6 Settlement -- official Settlement Agreement, could
7 Ohio Edison have performed its portion of the
8 agreement?

9 A. Meaning could you have refunded, returned
10 my money in May or June? Yes.

11 Q. Could you have performed your portions of
12 the Settlement Agreement?

13 A. Yes. And I did perform my part of the
14 Settlement Agreement.

15 Q. Have you dismissed your case?

16 A. No, because the -- that agreement went
17 away when you breached it.

18 Q. What's your basis of that Ohio Edison
19 breached the agreement by --

20 A. You changed --

21 Q. Let me finish my question.

22 EXAMINER SEE: Just a minute. Do allow
23 him to finish his question and you will allow her to
24 finish her answer.

25 Q. What's the basis that Ohio Edison

1 breached the agreement by suggesting additional
2 terms?

3 A. Because those terms were not -- were not
4 discussed during the Settlement. We had the
5 Settlement resolved during the conference. It wasn't
6 a continued negotiations. You referenced negotiating
7 other contracts. Say, okay, this is the things we
8 want. I have to go check with my superiors. They
9 go, they get answers to those, and in the meantime
10 you are coming up with more. We left that settlement
11 conference, okay, this is what we are going to do,
12 and then you came back with more things. That wasn't
13 what we agreed to.

14 Q. Are there any reasons you believe Ohio
15 Edison was not going to perform its portion of the
16 agreement?

17 A. It wasn't consideration one way or the
18 other.

19 Q. So you have no evidence that Ohio Edison
20 was not going to perform.

21 A. Well, that would be a negative. You
22 can't prove a negative, so I don't -- no, I couldn't
23 have had any evidence you would not perform.

24 Q. Are you disputing Ohio Edison's right to
25 assess the security deposit?

1 A. I don't believe that's ever been an
2 issue. I have never raised the contention that they
3 didn't have a basis for imposing a security deposit.
4 My contention is that their customer service
5 department could have avoided a lot of issues had
6 they actually provided service. My contention is
7 that the manner in which they conduct their business
8 leaves a lot to be desired from a customer service
9 point of view.

10 But since this has progressed to the
11 point it has, now that I have actually spent the
12 hours digging into the Administrative Code and
13 finding out that their hierarchy, Ohio Edison
14 hierarchy, does not follow the Administrative Code
15 and that they disregard the law even though the
16 administrative requires --

17 MR. ROGERS: Objection, your Honor, to
18 the extent she is stating legal conclusions.

19 EXAMINER SEE: The objection is
20 sustained. I need you to answer the question posed
21 to you. Do you need it read back?

22 THE WITNESS: Yes, please.

23 EXAMINER SEE: Karen.

24 (Record read.)

25 A. No.

1 Q. Are you disputing Ohio Edison informed
2 you in February of 2022 it would -- or may assess a
3 security deposit?

4 A. It may have -- it was provided on the
5 bill, but I did not open the bill because I was
6 paying by phone because of the upheaval of the mail
7 and disruption of the mail service. And when I
8 called by phone, that message was not included on
9 the -- on the multiple messages before you could pay
10 your bill, so I did not receive the notice.

11 Q. Did you pay your February 2022 bill on
12 time?

13 A. I do not remember which bills were paid
14 when because I would catch them up whenever they came
15 back to the top of the list of the priorities.

16 Q. Isn't it --

17 A. All -- all of the bills were paid. None
18 of the bills were -- Ohio Edison was not cheated out
19 of any money.

20 Q. Isn't it true you would take sometimes
21 several months to pay off the bill?

22 A. I don't remember several months. I
23 remember a few.

24 Q. Do you dispute the payment history
25 provided in the prefiled testimony of Marilyn

1 Cottrell?

2 A. I did not review that in depth.

3 Q. Are you disputing that Ohio Edison is
4 entitled to hold a security deposit longer than six
5 months?

6 A. Yes.

7 Q. What's your basis of your -- of that?

8 A. The Administrative Code that says that it
9 has to be paid 3 percent.

10 Q. Where does it state that actually has to
11 be -- can only be held for a maximum six months?

12 A. The basis is that same statute that
13 says -- the same Code, not statute.

14 Q. Are you disputing that Ohio Edison
15 provided you interest of that 3 percent per annum on
16 the security deposit?

17 A. No, you did not. You paid me interest on
18 it.

19 Q. Are you disputing that Ohio Edison's
20 customers' rights and responsibilities is included on
21 their website?

22 A. Not that I was able to find. And
23 according to Ms. Cottrell's testimony, it's four
24 pages deep from the front page of the website, and
25 the Administrative Code requires it to be predom --

1 prominently available on the web page. Four pages
2 deep, if you know the magic code of how to get there,
3 does not seem to be prominently.

4 Q. Are you basing that on any personal
5 knowledge or just on the testimony of Ms. Cottrell?

6 A. I am basing that on the fact I looked for
7 it and couldn't find it.

8 Q. Did you ever do a Google search for it?

9 A. No, because it requires it's supposed to
10 be available. I shouldn't have -- the law doesn't
11 require --

12 MR. ROGERS: Objection. She is stating
13 what the law is.

14 EXAMINER SEE: Just --

15 A. A Google search --

16 EXAMINER SEE: I'll -- we will let her
17 respond to the question but go ahead. Go ahead.

18 A. The -- I looked for the rights and
19 responsibilities. I did not do a Google search. I
20 prefer -- actually don't like Google.

21 EXAMINER SEE: Ms. Simballa, did you
22 request that Ohio Edison provide you with a printed
23 copy of the --

24 THE WITNESS: No, I did not.

25 EXAMINER SEE: -- customer -- let me try

1 again. Did you ask that Ohio Edison provide you with
2 a printed copy of the customer rights and
3 responsibilities pamphlet?

4 THE WITNESS: No, I did not.

5 Q. What steps did you take to attempt to
6 locate the Ohio Edison customers' rights and
7 responsibilities pamphlet?

8 A. I looked through their web page.

9 Q. How did you look through their web page?

10 A. Typed in Ohio Edison and FirstEnergy came
11 up and started looking through the pages and got
12 tired of it so I quit looking.

13 Q. Did you look at Ohio Edison's actual web
14 page?

15 A. I looked at whatever came up when I typed
16 in Ohio Edison, and I remember on the bills it was
17 labeled as FirstEnergy.

18 Q. Did you look at the actual Ohio Edison
19 portion of FirstEnergy's website?

20 A. I do not remember. That was two years
21 ago, a year ago.

22 Q. Are you disputing that's actually located
23 on the Ohio Edison portion of the website?

24 A. I am stating I could not find it on the
25 website.

1 Q. Are you disputing that it's not there?

2 A. I am speaking that I was not -- it was
3 not easily accessible.

4 Q. On the document that's labeled as
5 Complainant Exhibit 1, how was Ohio Edison supposed
6 to know that you were -- which portion of the bill
7 you were disputing?

8 A. Since the amount -- the amount paid
9 totaled to the same amount that was detailed on the
10 payment stub, commonsense would -- most people would
11 derive that's what the payments were for. Each
12 subsequent bill actually had the directive of please
13 apply to.

14 Q. On the May 2022 check, you did not
15 include a comparative of how to apply the payment.

16 A. Current consumption charges bottom of the
17 money order.

18 Q. Does it say -- where does it say apply to
19 only current consumption?

20 A. The -- the law does not state it has to
21 be a magic formula of how it is stated.

22 Q. Did you file an informal -- at the time
23 you paid this, had you filed an informal complaint --
24 informal complaint with the Commission?

25 A. I filed the formal complaint after the

1 security -- the money was applied to the security
2 deposit instead of the current charges.

3 Q. So at the time you paid this May 2022
4 bill on May 27, 2022, you did not have a --

5 A. No.

6 Q. -- informal complaint pending with the
7 Public Utilities Commission?

8 A. No, I did not.

9 Q. At the time you paid the May 2022 bill on
10 May 27, 2022, you did not have a formal complaint
11 pending with the Public Utilities Commission, did
12 you?

13 A. No, I did not, but the law does not
14 require that.

15 Q. Where is it -- on this payment stub does
16 it state the reasons for your dispute?

17 A. There again, that is not required by the
18 law.

19 Q. Doesn't the law also require you have a
20 bona fide dispute?

21 EXAMINER SEE: I'm sorry. Read that
22 question back.

23 Q. Doesn't the law also require a bona fide
24 dispute?

25 A. No.

1 Q. Isn't -- doesn't this just indicate that
2 your unwillingness to pay a portion of your bill?

3 A. No.

4 Q. What is to prevent someone who doesn't
5 want to pay a portion of the bill from doing exactly
6 what you did and just calculating up portions they
7 want to pay and leaving the rest not paid?

8 A. I have no basis to make the presumption
9 of what somebody else would do or why they would do
10 it.

11 Q. How -- how is that -- Ohio Edison
12 supposed to know that was not exactly what you were
13 doing?

14 A. There again, if they would have been more
15 service oriented on their customer service line, we
16 could have discussed it instead of me getting rude
17 comments instead of service. That is how they would
18 have known that that is what was going on.

19 Q. On that bill you did not provide any
20 justification or basis for your dispute?

21 A. You don't give much room to write a
22 paragraph on a 3-by-6 piece of paper.

23 Q. On that bill you did not provide the
24 justification or the reasons --

25 A. For lack of room.

1 Q. -- for paying a portion of your bill?

2 A. Lack of room on the payment stub --

3 Q. That's not answering my question.

4 EXAMINER SEE: Okay. Okay. Do not cut
5 her off. Do not cut him off and answer the question
6 posed to you.

7 A. No. There was not sufficient room on the
8 paystub to provide more detailed information.

9 Q. So you did not include --

10 A. For --

11 Q. -- the reason for the dispute on the
12 paystub.

13 A. For lack of space, yes.

14 Q. Are you familiar -- are you aware that
15 had you set the account in your own name, Ohio Edison
16 would have sent you the customer rights and
17 responsibilities in your first bill?

18 A. No.

19 Q. Why haven't you submitted the account --
20 placed the account in your name or your brother's
21 name?

22 A. Because the name -- the place went to all
23 three of us. And the oldest would not pay his share
24 of the bills which is the reason it was every third
25 bill that was missed.

1 Q. Have you updated the contact information
2 with Ohio Edison?

3 A. No. Has Ohio Edison requested that
4 information?

5 Q. Are you aware Ohio Edison has attempted
6 to contact you numerous times but has received a
7 phone disconnected notice?

8 A. The landline was -- that was during the
9 dispute. It was terminated.

10 Q. Does the landline still -- do you
11 currently have a landline at the property?

12 A. No.

13 Q. How is Ohio Edison supposed to contact
14 you regarding issues?

15 A. Well, going on your argument about the
16 rights and responsibilities, Google search would have
17 come up with my phone number. And they have my phone
18 number for when I call to make a payment. They know
19 which account my phone number is associated with so
20 that's part of their records.

21 Q. Do you have an account in your own name
22 with Ohio Edison?

23 A. Yes, I do.

24 Q. What's the address of that account?

25 A. 36579 Eagleton Road, Lisbon, Ohio.

1 Q. If the account is in R. Simballa's name,
2 how would they know they should Google Mary Simballa?

3 A. If they had -- if they Google the
4 address, it would come up.

5 Q. Google which address?

6 A. The 42100 Cream Ridge Road, Lisbon, Ohio,
7 that location of the account. And the Ohio Edison
8 had the contact information after the -- after the
9 Settlement hearings and the public utility complaint
10 was filed with the Commission because it had my
11 contact information which was provided to Ohio
12 Edison.

13 Q. Did you do that on your own, or did you
14 provide --

15 A. I'm sorry.

16 Q. Did you state that on your own?

17 A. It's his property and his account as
18 well.

19 Q. Your brother just whispered in your ear.
20 What did he say to you?

21 A. He pointed out you already had the
22 information.

23 Q. Did he say anything else?

24 A. No.

25 EXAMINER SEE: Ms. Simballa, for my

1 understanding you are indicating that when you filed
2 the formal complaint, Ohio Edison would have had your
3 contact information?

4 THE WITNESS: They asked for my contact
5 information when I called them, yes.

6 EXAMINER SEE: So it was provided to Ohio
7 Edison directly or to the Commission?

8 THE WITNESS: To the Commission.

9 EXAMINER SEE: Okay.

10 THE WITNESS: And then that information
11 would have been on the formal complaint which they
12 received a copy -- would have received a copy of.

13 EXAMINER SEE: All right.

14 MR. ROGERS: Your Honor, I have no
15 further questions at this time.

16 EXAMINER SEE: Okay. Any redirect in
17 association with the questions posed to you by
18 counsel for Ohio Edison?

19 THE WITNESS: No, ma'am.

20 EXAMINER SEE: Okay. Give me just a
21 moment then.

22 I don't have any additional follow-up.
23 Thank you, Ms. Simballa. Your next witness, please.
24 Do you have any other witnesses, Ms. Simballa?

25 MR. SIMBALLA: No. She pretty much

1 answered all the questions. No, your Honor.

2 EXAMINER SEE: Okay. Just a moment.

3 Ms. Simballa, do you have any other witnesses to
4 present?

5 MS. SIMBALLA: No, ma'am, I do not.

6 EXAMINER SEE: Okay. And that concludes
7 your presentation of your case?

8 MS. SIMBALLA: Yes, ma'am, it does.

9 EXAMINER SEE: Okay. Before we go there,
10 so the only document that you have submitted -- have
11 marked at this point is Complainant Exhibit 1?

12 MS. SIMBALLA: I would like the rest of
13 them marked as well. May I?

14 EXAMINER SEE: They have --

15 MR. ROGERS: Your Honor, she hasn't
16 authenticated any other documents.

17 EXAMINER SEE: Yeah. That is my -- let's
18 go off the record for a moment, Karen. Thank you.

19 (Discussion off the record.)

20 EXAMINER SEE: Let's go back on the
21 record.

22 So, Ms. Simballa, that concludes the
23 presentation of your case?

24 MS. SIMBALLA: Yes, ma'am, it does.

25 EXAMINER SEE: Okay. Mr. Rogers.

MR. ROGERS: Yes, your Honor. Your Honor, at this time Ohio Edison would like to call Marilyn Cottrell to the stand.

EXAMINER SEE: Ms. Cottrell, before you sit down please, raise your right hand.

(Witness sworn.)

EXAMINER SEE: Thank you. Have a seat.

MR. ROGERS: Thank you.

- - -

MARILYN COTTRELL

being first duly sworn, as prescribed by law, was examined and testified as follows:

DIRECT EXAMINATION

By Mr. Rogers:

Q. Ms. Cottrell, could you please state and spell your full name for the record.

A. Yes. Marilyn Cottrell.

Q. Can you spell it for the record?

A. Sure, I can. M-A-R-I-L-Y-N
C-O-T-T-R-I-L-L.

Q. And by whom are you employed?

A. FirstEnergy.

Q. And what capacity are you employed?

A. Customer Service Compliance Specialist.

MR. ROGERS: Your Honor, at this time I

1 would like to approach.

2 EXAMINER SEE: You may, and I am going to
3 need the witness to speak up just a little.

4 THE WITNESS: I'm sorry.

5 EXAMINER SEE: Not exactly where people
6 want to be and they don't tend to speak up.

7 THE WITNESS: Usually I talk too loud.

8 Q. I am handing you what's been marked as
9 Exhibit B. Do you recognize this document?

10 A. I do.

11 EXAMINER SEE: Mr. Rogers, I note that
12 you have asked for Respondent's Exhibit B to be
13 marked.

14 MR. ROGERS: Yes.

15 EXAMINER SEE: I note you handed me what
16 is marked as the confidential version.

17 MR. ROGERS: Correct, your Honor.

18 EXAMINER SEE: And would you like to
19 address that fact?

20 MR. ROGERS: We can address that now. We
21 had filed a motion to file the prefilled testimony of
22 Marilyn Cottrell under seal. I do note for the
23 record that Ms. Simballa already submitted numerous
24 bills into the public record, so I would like her
25 response on whether these need to be -- remain sealed

1 or not.

2 EXAMINER SEE: That information is -- is
3 out and available so the -- while her bills may not
4 have been -- all of her bills may not have been
5 included, it is now in the public record and it makes
6 it easier for the Commission to review and consider
7 the circumstances that gave rise to the complaint,
8 and they will become part of the -- such that the --
9 what has previously been marked as a confidential
10 version of Ms. Cottrell's testimony will now be
11 considered in the public record.

12 MR. ROGERS: Thank you, your Honor.

13 (EXHIBIT MARKED FOR IDENTIFICATION.)

14 EXAMINER SEE: Go ahead.

15 Q. Let me rephrase. I just handed you
16 what's been marked as Exhibit B. Do you recognize
17 this document?

18 A. I do.

19 Q. What is it?

20 A. It's my testimony.

21 Q. Did you prepare this or cause it to be
22 prepared with your direction and input?

23 A. I did.

24 Q. Was this document prepared with your
25 assistance?

1 A. Yes.

2 Q. If you were asked the same questions that
3 are in this document here today, would your answers
4 be the same?

5 A. Yes.

6 MR. ROGERS: At the end of the hearing,
7 we will ask to have this moved into evidence. And I
8 have no further questions for Ms. Cottrell at this
9 time but reserve the right to redirect.

10 EXAMINER SEE: Okay. Any cross for this
11 witness, Ms. Simballa?

12 MS. SIMBALLA: Yes, ma'am. Thank you,
13 your Honor.

14 - - -

15 CROSS-EXAMINATION

16 By Ms. Simballa:

17 Q. On your statement -- on your testimony
18 rather, on -- if I may direct you to page 6, line 3.
19 You state referring to the field collection "She did,
20 however, make a \$450 -- \$400.51 on October 8, 2021.
21 This was a field collection, and she made the payment
22 to avoid a disconnection." Is that your testimony?

23 A. That is.

24 Q. Okay. Do you know who paid the payment?

25 A. I do not.

1 Q. So the use of the term "she made the
2 payment" is inaccurate.

3 A. I'm assuming the customer.

4 Q. Customer is dead.

5 A. However, you are responding on his
6 behalf, correct.

7 Q. Right now I am.

8 A. Yes.

9 Q. But back then I was not there.

10 A. Okay.

11 Q. So the point is it's an error in the
12 testimony that follows through with the same attitude
13 I encountered when I called.

14 EXAMINER SEE: Just a moment.
15 Ms. Simballa, I need you to ask questions of the
16 witness.

17 MS. SIMBALLA: Yes, ma'am.

18 EXAMINER SEE: And she is going to
19 respond to your questions without asking questions
20 unless she needs clarification or if she did not
21 understand the question.

22 MS. SIMBALLA: Yes, ma'am.

23 Q. On page 7, if I may direct your attention
24 to that, on line 19, the statement is "if the
25 customer makes adequate payments." Did not Ohio

1 Edison receive all of their payments?

2 A. Not in full and on time.

3 Q. So there is a difference between
4 adequately and timely but you are saying that it's
5 adequate, not timely.

6 A. Adequate would be considered in full and
7 on time.

8 Q. Thank you. Does the Ohio Edison phone
9 payment, pay-by-phone service, there's -- I have
10 heard various messages on there. Does it include a
11 message regarding the imposition of a security
12 deposit?

13 A. I can't confirm that.

14 EXAMINER SEE: I need you to speak up.

15 THE WITNESS: I can't confirm that.

16 MR. ROGERS: Your Honor, I am going to
17 object. That's outside the scope of her complaint.
18 She is not alleging anything regarding Ohio Edison
19 phone payment service in her complaint.

20 MS. SIMBALLA: She -- it was --

21 EXAMINER SEE: Whoa, whoa. Ms. Simballa,
22 the objection is overruled. Ms. Simballa represents
23 that she relies on the pay-by-phone service. So was
24 there a response to the question? Read the question
25 back, please, and if there is a response.

1 (Record read.)

2 EXAMINER SEE: Thank you.

3 MS. SIMBALLA: No more questions.

4 - - -

5 EXAMINATION

6 By Examiner See:

7 Q. Miss Cottrell, are you familiar with the
8 pay-by-phone service?

9 A. Yes.

10 Q. Is that -- is that performed by a
11 third-party vendor, or is it in-house with Ohio
12 Edison or FirstEnergy Services?

13 A. If you pay by check, then it's in-house.
14 If you pay by credit card, I believe it's a vendor.

15 Q. Okay. And is that -- the records for
16 that service are retained by Ohio Edison or
17 FirstEnergy Service Corp. in the normal course of
18 business?

19 A. Yes, I would assume they would be.

20 Q. I need you to speak up.

21 A. I'm sorry.

22 Q. The court reporter is over here.

23 A. I'm sorry. I would assume that, yes, the
24 records would be.

25 Q. And you are able to access those records

1 to determine when an account was paid using either
2 pay by phone or pay by check or credit card?

3 A. So can someone in the company access that
4 information?

5 Q. The appropriate personnel within the
6 company, yes.

7 A. Yes, yes, yes.

8 Q. Do you know when Ohio Edison considers
9 a -- an issue with a customer to be a bona fide
10 dispute?

11 A. Bona fide dispute would be once they
12 contact the Commission and file a complaint, that
13 makes it a bona fide dispute.

14 Q. Okay. And when you say file a complaint,
15 you're talking about a formal complaint, or does it
16 come into play when a customer calls the Commission's
17 hotline, for lack of a better word, to register or --
18 what the Commission may refer to as an informal
19 complaint?

20 A. At the informal complaint, it would.

21 Q. So it's an informal complaint stage?

22 A. Correct.

23 Q. Okay. Ms. Simballa asked you about the
24 field collection of a payment made in October of
25 2021, correct?

1 A. Yes.

2 Q. This is before a security deposit was
3 requested of Ms. Simballa on the account?

4 A. I would like to refer to my testimony,
5 please.

6 Q. Yes.

7 A. I believe there were a couple of times
8 where field collection, they went out to the
9 location. So, yes, there was one on October 21.

10 Q. Okay.

11 A. Excuse me, 2021.

12 Q. And that was before the security deposit
13 was requested --

14 A. Correct, yes.

15 Q. -- of Ms. -- of Ms. Simballa at the
16 property on Cream Ridge Road?

17 A. Correct.

18 Q. Okay. You implied there were other times
19 that the account was in a disconnect status other
20 than the occasion in October of 2021; is that
21 correct?

22 A. That's correct.

23 Q. And when was that?

24 A. I apologize.

25 Q. Take your time.

1 A. The customer was in disconnect status in
2 March of '22, April of '22. Any time there is a past
3 due balance, there is generally a disconnect notice
4 issued.

5 Q. And when you say a disconnect notice
6 issued, explain.

7 A. There would be a disconnect notice that
8 is on the bill that advises them -- the bill advises
9 that they are past due, their current total due, and
10 then it will have a message, their disconnect notice
11 of what amount has to be paid to avoid the
12 disconnect.

13 Q. And to confirm whether or not
14 Ms. Simballa -- Ms. Simballa's account was in
15 disconnect status, you looked at what bills attached
16 to your testimony?

17 A. The one that is attached to the testimony
18 is May -- excuse me, March 2022.

19 Q. In Exhibit D?

20 A. Correct. And then also Exhibit E which
21 is the April 2022 bill. We have Exhibit F which is
22 the May 2022 bill.

23 EXAMINER SEE: In light of the questions
24 that I posed to the witness, did you have any further
25 questions, Ms. Simballa, any further

1 cross-examination of Ms. Cottrell?

2 MS. SIMBALLA: No, ma'am.

3 EXAMINER SEE: Any redirect, Mr. Rogers?

4 - - -

5 REDIRECT EXAMINATION

6 By Mr. Rogers:

7 Q. I just have a few follow-up questions.

8 Ms. Cottrell, was Ms. Simballa's account or R.

9 Simballa's account ever disconnected?

10 A. No.

11 Q. I would like to direct your attention to

12 Exhibit B to your statement, to your testimony. It

13 indicates that a field collection charge was imposed

14 and then a security deposit; is that accurate?

15 A. That is accurate.

16 Q. So was the security deposit assessed

17 after or before the field collection?

18 A. After.

19 MR. ROGERS: No further questions, your

20 Honor.

21 - - -

22 FURTHER EXAMINATION

23 By Examiner See:

24 Q. What are you looking at on Exhibit B to

25 indicate to you there was a field collection charge?

1 A. The \$12 fee on line October 8, '21, that
2 is a field collection charge.

3 Q. October 7, the \$12 charge?

4 A. Yes, sorry.

5 Q. Okay. Are there any others on Exhibit B?

6 A. Not for the field collection charge, no.

7 Q. What is the charge that's appearing on
8 May 11, 2022, in the adjustment -- adjustment amount
9 column?

10 A. You say May 11?

11 Q. May 11, 2022.

12 A. We adjusted the field collection charge
13 for the customer.

14 Q. So it was removed; is that correct? Is
15 that what --

16 A. No. That -- I apologize because it does
17 look like that is the additional field collection
18 charge. So we would have went out there again.
19 That's when she -- that's when a payment was made it
20 looks like. In May of '22, we went out there again,
21 so field collection charge is any time that the field
22 personnel actually go out to the location to collect
23 before they disconnect.

24 Q. Uh-huh.

25 A. So it looks like there was a field

1 collection charge in October of '21 and then there
2 was also a field collection charge May of '22 and
3 then the security deposit was assessed on May 12 and
4 when we billed on May 18, it was detailed on that
5 bill.

6 Q. And that's what the designation of SDREQ
7 in the adjustment type?

8 A. That is correct.

9 Q. And your detailed statement of accounts
10 does not extend through 2023, correct?

11 A. Yes, it does not.

12 Q. Looking at Exhibit G -- strike that.

13 Looking at the bills attached to your
14 testimony, is there an indication of the security
15 deposit being returned to Ms. Simballa?

16 A. Yes. And that is on Exhibit G.

17 Q. In payments and adjustments?

18 A. Correct.

19 Q. And it left a remaining credit available
20 to the customer; is that correct?

21 A. That is correct. So after the return of
22 the deposit and the payment, the customer ended up
23 having a credit at that time of \$42 -- \$42.59.

24 EXAMINER SEE: Okay. I have nothing
25 further for you. Thank you very much.

1 THE WITNESS: You're welcome.

2 EXAMINER SEE: Several exhibits have been
3 marked. Ms. Simballa, would you like to move for the
4 admission of Complainant Exhibit 1?

5 MS. SIMBALLA: Yes, ma'am, I would.

6 EXAMINER SEE: Any objections to the
7 admission of Complainant's Exhibit 1?

8 MR. ROGERS: No objection, your Honor.

9 EXAMINER SEE: Complainant's Exhibit 1 is
10 admitted into the record.

11 (EXHIBIT ADMITTED INTO EVIDENCE.)

12 MR. ROGERS: Your Honor, we would like to
13 move for Respondent's Exhibits A and B into the
14 record.

15 EXAMINER SEE: Are there any objections
16 to the admission of Respondent's Exhibits A and B?

17 MS. SIMBALLA: No, ma'am, there is not.

18 EXAMINER SEE: With that Respondent's
19 Exhibits A and B are admitted into the record.

20 (EXHIBITS ADMITTED INTO EVIDENCE.)

21 EXAMINER SEE: Do the parties wish to
22 file briefs in this case?

23 MR. ROGERS: Yes, your Honor.

24 MS. SIMBALLA: Yes.

25 EXAMINER SEE: Okay. Let's go off the

1 record for a moment.

2 (Discussion off the record.)

3 EXAMINER SEE: Let's go back on the
4 record.

5 The parties have agreed to a briefing
6 schedule with initial briefs due January 26, 2024;
7 reply briefs to be filed by February 16, 2024. And
8 they understand that that means that those items must
9 be filed with the Commission Docketing Division with
10 a courtesy copy to the assigned Attorney Examiner
11 james.lynn@puco.ohio.gov. In case that is not the
12 correct address for my colleague, we can go with
13 greta.see@puco.ohio.gov. That's G-R-E-T-A S-E-E
14 @puco.ohio.gov and that is a courtesy copy.

15 You still need to file with the Docketing
16 Division. If you require instructions of how to file
17 that electronically, you need to call the Docketing
18 Division in advance, and they can walk you through
19 that process. All items must be filed before the
20 Docketing closes that day, and I would recommend you
21 do it before 5 o'clock. Are there any questions
22 about that process?

23 MR. ROGERS: No, your Honor.

24 MS. SIMBALLA: No.

25 EXAMINER SEE: With that I appreciate

your participation today, and the hearing is
adjourned.

(Thereupon, at 12:31 p.m., the hearing
was adjourned.)

- - -

CERTIFICATE

I do hereby certify that the foregoing is
a true and correct transcript of the proceedings
taken by me in this matter on Thursday, December 14,
2023, and carefully compared with my original
stenographic notes.

Karen Sue Gibson, Registered
Merit Reporter.

(KSG-7563)

- - -

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on
12/29/2023 9:49:49 AM**

in

Case No(s). 22-1065-EL-CSS

Summary: Transcript December 14th 2023 In the Matter of the Complaint of: R. Simballa and Mary C. Simballa, Complainants, vs. Ohio Edison Company, Respondent. electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs..