

**BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO**

R. SIMBALLA and MARY C. SIMBALLA,	)	
	)	
Complainants,	)	CASE NO. 22-1065-EL-CSS
	)	
vs.	)	
	)	
OHIO EDISON COMPANY,	)	
	)	
Respondent.	)	

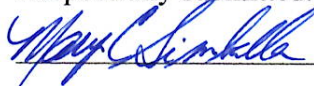
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**COMPLAINANT'S MARY C. SIMBALLA RESPONSE BRIEF**

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Now comes the Complainant, Mary C. Simballa, to respond to Ohio Edison's Initial Post-Hearing Brief in the above captioned matter before this Honorable Commission.

Respectfully submitted:



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*Complainant*

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- American Bronze Corp. v. Streamway Products*, 8 Ohio App. 3d 223, 228; *Rogers v. Runfola & Associates, Inc.*, 1989 Ohio App. LEXIS 1979, \*1
- A N Bros. Corp. v. Total Quality Logistics, L.L.C.*, 59 N.E.3d 7582016-Ohio-549 at ¶26
- Chateau des Charms Wines Ltd. v. Sabate USA Inc.*, 328 F. 3d 528 - Court of Appeals, 9th Circuit 2003
- Daily Servs., LLC v. Transglobal, Inc.*, 2023-Ohio-2462, 221 N.E.3d 868 at ¶54
- Daily Servs., LLC v. Transglobal, Inc.*, 2023-Ohio-2462, ¶ 92, 221 N.E.3d 868, 892, citing *foster v. Ohio State Univ.*, 41 Ohio App.3d 86, 88, 534 N.E.2d 1220 (10th Dist.1987)
- Daniel E. Terreri & Sons v. Bd. of Mahoning County Comm'rs*, 152 Ohio App. 3d 95, 99 at ¶44,
- Devinsky v. Arlington Plastics Mach.*, Wisconsin Appeals Court, Third District, [Nov 29, 2001]2001 WI App 287|Cases
- Farmers Comm. Co.*, supra, 130 Ohio App.3d at 172, 719 N.E.2d 980,
- N. Coast Cookies, Inc. v. Sweet Temptations, Inc.*, 16 Ohio App. 3d 342, 346, 476 N.E.2d 388, 393 (1984)
- Premium Enterprises, Inc. v. T.S., Inc.* (Feb. 9, 1999), 9th Dist. No. 2751-M, 1999 Ohio App. LEXIS 396; 13 Williston on Contracts (4 Ed. 2000), 668, Section 39:37. [\*\*\*\*17]
- Revised Code 4933.17
- Administrative Code
- 4901:1-10-02
- 4901:1-10-12
- 4901:1-10-19
- 4901:1-10-22(H)(1), (2), and (3)
- official comments to R.C. 1302.68
- Farnsworth, Contracts (1982) 627-628, Section 8.20
- 17 Ohio Jur. 3d Contracts § 63
- 18 Ohio Jur. 3d Contracts § 170
- 73 Ohio Jur. 3d Payment and Tender §43

## **Statement Of Facts**

Ohio Edison includes a few misstatements of the facts of this case in its Initial Post-Hearing Brief. Although it may be argued that the misstatements are immaterial, the misstatements are indicative of the difficulties experienced when dealing with Ohio Edison representatives.

First, Ohio Edison claims ‘Simballa failed to pay the outstanding account balance in full.’ This statement is based on the testimony of Ms. Cottrill provided before the hearing. However, Ms. Cottrill admitted during the hearing that the testimony on this point was based on a presumption and was not accurate. (Hearing Transcript, Page 51, Line 17 – Page 52, Line 13). This point was discussed in detail during the hearing, and it was determined that (1) Mary Simballa was not even at home when Ohio Edison’s agent was there to disconnect the service; (2) Kevin Simballa is the person who spoke with the agent; (3) Kevin Simballa paid the agent the full amount requested by the agent. Therefore, the statement of ‘fact’ as presented by Ohio Edison is inaccurate and a misstatement of the fact.

Second, in an effort to minimize the misapplication of the payment, Ohio Edison includes the notation made on the payment stub and, but failed to note that the money order for this payment included the directive ‘current charges.’ (Initial Post-hearing Brief, Page 3; Complainant’s Exhibit 1).



Third, Ohio Edison states “[a]t the time she made this payment she had not made an informal or formal complaint to the Commission.” (Post-Hearing Brief, page 3, Line, 11-12). Although this statement is true, it is also misleading. The informal and formal complaints are based on the misapplication of this payment. The payment had to be received before it was misapplied, and the complaint could not be filed until after the payment was misapplied. Therefore, there was not any reason to file a complaint ‘at the time she made this payment,’ because there was not a reason to file a complaint until *after* the payment was misapplied.

Fourth, Ohio Edison claims “[s]he subsequently short paid her June 2022 bill on June 29, 2022’. The payment was specifically noted for the current charges. Mary C. Simballa did not have notice of the misapplication of the previous payment until she received the next bill. She contacted Ohio Edison on July 28, 2022, about the misapplied payment and filed the informal complaint the next day on July 29, 2022.

Fifth, Ohio Edison claims the complaint was settled although the security deposit has not been returned to Mary C. Simballa. (Initial Post-Hearing Brief, Page 5, Line 11-14). The security deposit was and is still held by Ohio Edison. Nothing has been ‘returned’ to Mary C. Simballa as Ohio Edison agreed to do. The account still maintains a credit balance because Mary C. Simballa is still waiting for Ohio Edison to uphold its agreement to refund the security deposit. (Complainant’s Exhibits 16 – 25).

Based on previous encounters with representatives of Ohio Edison, Ohio Edison has a propensity to dishonor its agreements, as it has in this case. That is the reason that the refund is so important. Ohio Edison's attempt to force Mary C. Simballa to accept what was not agreed upon as a 'good enough' settlement of the claim is just one example from this case. For example, Ohio Edison also agreed to not use any content from the discussion during the settlement conference in any future proceedings. Contrary to the agreement, Ohio Edison included a question in its interrogatories relating to that discussion. In addition, Ohio Edison also agreed to maintain the confidentiality of that discussion but included references to that discussion in its Initial Post-Hearing Brief as a public document without filing a confidential version.

Ohio Edison also tends to change its stance on base principles as it serves its purpose. For example, in its Initial Post-Hearing Brief Ohio Edison changed its claim regarding whether a contract was formed. Ohio Edison first claimed that an agreement was not attained because "Simballa rejected this offer, so the difference is immaterial," then stated in the next paragraph, "Pursuant to the terms of the settlement" (Initial Post-Hearing Brief, page 4, footnote 40; Page 5, paragraph 2, line 2). Ohio Edison also admits 'there was a meeting of the minds' and 'a binding contract exists.' (Initial Post-Hearing Brief, Page 7, Line 8-9). However, it stated in its March 2023 email that 'if you insist on a refund, we do not have a meeting of the minds, and this matter should proceed to hearing.' (Complainant's Exhibit

9). In addition, Ohio Edison stated “To facilitate the return of your security deposit \* \* \*” in its email dated February 16, 2023, and admits the agreement was for a refund, but then claims the term was for a credit, flipping its claim in the very next paragraph. (Complainant’s Exhibit 4; Post-Hearing Brief, page 7, #3 in list; Page 7, line 2 after the list).

### **Standard of Review**

Ohio Edison erroneously states ‘Simballa failed to satisfy her burden of proof in this proceeding’ and then quotes R.C. 4905.26 regarding the requirements for a hearing to be held. R.C. 4905.26 includes ‘in violation of law’ as a valid reason. Ohio Edison’s practices and misapplication of the payment violates the common law of Ohio as well as multiple sections of the Administrative Code. The complaint and submissions of supporting documentation to the Public Utilities Commission satisfied the required burden of proof since a hearing was held on December 14, 2023. Had the burden of proof not been met, the Commission would not have held a hearing.



## **Ohio Edison Agreed to Refund the Security Deposit**

“The intent of the parties to a contract is presumed to reside in the language they chose to employ in the agreement.” (*Daily Servs., LLC v. Transglobal, Inc.*, 2023-Ohio-2462, 221 N.E.3d 868 at ¶54). “The goal in enforcing oral contracts is to hold people to the promises they make.” (17 Ohio Jur. 3d Contracts § 63; *A N Bros. Corp. v. Total Quality Logistics, L.L.C.*, 59 N.E.3d 7582016-Ohio-549 at ¶26).

Evaluation of oral contracts depends on the words chosen. ‘Refund’ and ‘return’ were the words chosen by the parties during the settlement conference. Ohio Edison agreed to the term ‘refund’ during the settlement conference. Ohio Edison admits that the agreement attained during the settlement conference was for the ‘return’ of the security deposit. (Initial Post-Hearing Brief, page 6, #3 of list). Ohio Edison also admits the agreement required Ohio Edison to ‘refund’ the security deposit. (Brief, Page 7, #3 in the list). Ohio Edison attempted to change that term to ‘credit’ less than 48 hours later. (Respondent’s Exhibit A; Complainant’s Exhibit 2). Contrary to the agreement, Ohio Edison unilaterally chose to credit the security deposit instead of providing the agreed upon refund. Ohio Edison’s credit is an attempt to institute an accord and satisfaction of the agreement. However, that accord was not accepted as a satisfaction because Mary C. Simballa did not agree to accept the credit in lieu of the refund. The agreement attained during the settlement conference was for Ohio Edison to refund the security deposit in exchange for the complaint to be dismissed *after* Ohio Edison



refunds the security deposit. Ohio Edison has not yet refunded the security deposit and has failed to pay interest required by Revised Code 4933.17. In fact, Ohio Edison did not even ‘return’ the security deposit because Ohio Edison still has the money.

Therefore, Mary C. Simballa has not breached the agreement because the dismissal was contingent on, and due after, Ohio Edison’s refund of the security deposit.

## **Demanding Additional Terms that Materially Alters the Terms Constitutes a New Contract**

Courts have held ‘A proposed additional term which materially alters a contract requires an express conversation between the parties over its inclusion or exclusion in the contract.’ (*Deminsky v. Arlington Plastics Mach.*, Wisconsin Appeals Court, Third District, [Nov 29, 2001|2001 WI App 287|Cases). “If the offeror must assent to additional terms, as in the instant case, the reply is not acceptance but a rejection and a counteroffer.” (*Daily Servs., LLC v. Transglobal, Inc.*, 2023-Ohio-2462, ¶ 92, 221 N.E.3d 868, 892, citing *Foster v. Ohio State Univ.*, 41 Ohio App.3d 86, 88, 534 N.E.2d 1220 (10th Dist.1987)). However, “A contract is concluded at the moment when an acceptance of an offer becomes effective.” (*Chateau des Charmes Wines Ltd. v. Sabate USA Inc.*, 328 F. 3d 528 - Court of Appeals, 9th Circuit 2003). “Where the parties have intended to conclude a bargain, uncertainty as to incidental or collateral matters is seldom fatal to the existence of the contract.’ (*N. Coast Cookies, Inc. v. Sweet Temptations, Inc.*, 16 Ohio App. 3d 342, 346, 476 N.E.2d 388, 393 (1984).

Ohio Edison admits ‘there was a meeting of the minds’ and ‘a binding contract exists.’ (Initial Post-Hearing Brief, Page 7, Line 8-9). However, it stated in its March 13,

2023, email that ‘if you insist on a refund, we do not have a meeting of the minds, and this matter should proceed to a hearing.’ (Complainant’s Exhibit 11).

During the settlement conference Ohio Edison agreed to REFUND the money from the security deposit. (Respondent’s Initial Post-Hearing Brief, page 7, #3 of list). The negotiations in this case were finalized during the settlement conference. There were not any ongoing negotiations beyond those attained during the settlement conference. There were no ambiguous terms or further negotiations pending when the settlement conference ended. Ohio Edison concisely states the terms of the agreement in its Initial Post-Hearing Brief, including the term ‘refund.’ (Page 7, #3 of list).

Ohio Edison attempted to change the terms of the oral contract from ‘refund’ to ‘credit’ less than 48 hours later through an email without ‘an express conversation between the parties.’. (Respondent’s Exhibit A). On February 16, 2023, Ohio Edison then demanded additional terms, which it claims were ‘proposals’ or ‘suggestions,’ to the finalized agreement that far exceeded the scope of the original agreement. (Exhibit 4; Respondents Initial Post-Hearing Brief, Page 8, Line 1-3). However, Ohio Edison’s additional terms were presented as demands with terms of ‘require’ and ‘need’ included with the requests. (Exhibit 4; Exhibit 9). A proposal is defined as ‘an act of putting forward or stating something for consideration,’ and suggestion is defined as ‘the act or process of suggesting,’ while demand is defined as ‘to ask or call for with authority; request forcefully.’ (<https://www.merriam-webster.com/dictionary/suggestion>). Based on the definitions of these terms, Ohio Edison’s additional terms were neither suggestions nor proposals, but were instead demands – demands which were not accepted by Mary C. Simballa. Although the additional terms were rejected by Mary C. Simballa, the original



contract still exists. Therefore, Ohio Edison is still required to fulfill its agreement to refund the security deposit.

## **Ohio Edison Did Anticipatorily Repudiate the Settlement Agreement**

Although "anticipatory repudiation" is not defined in the Revised Code, the case law and official comments to R.C. 1302.68 provide a detailed definition. "Anticipatory repudiation" occurs where one party "repudiates the contract with respect to a performance not yet due the loss of which will substantially impair the value of the contract to the other." Official Comment 1 to R.C. 1302.68 states that: "Anticipatory repudiation centers upon an overt communication of intention or an action which renders performance impossible or demonstrates a clear determination not to continue with performance." Such indication must be a definite and unequivocal refusal to perform." (*American Bronze Corp. v. Streamway Products*, 8 Ohio App. 3d 223, 228; *Rogers v. Runfola & Associates, Inc.*, 1989 Ohio App. LEXIS 1979, \*1).

When a contracting party repudiates the contract prior to the time that such party's performance is due, an anticipatory breach or, more precisely, an anticipatory repudiation occurs, and the injured party has an immediate action for damages for total breach. The nonbreaching party may also rely on the anticipatory repudiation as a defense against a subsequent breach of contract claim. (*Daniel E. Terreri & Sons v. Bd. of Mahoning County Comm'rs*, 152 Ohio App. 3d 95, 99 at ¶44, citing *Farmers Comm. Co. v. Burks* (1998), 130 Ohio App.3d 158, 172, 719 N.E.2d 980 and *Premium Enterprises, Inc. v. T.S., Inc.* (Feb. 9, 1999), 9th Dist. No. 2751-M, 1999 Ohio App. LEXIS 396; 13 Williston on Contracts (4 Ed. 2000), 668, Section 39:37. [\*\*\*\*17]).

Notice of anticipatory repudiation gives the offended party the freedom to cancel its obligations under the contract. (Farnsworth, *Contracts* (1982) 627-628, Section 8.20; *Farmers Comm. Co.*, supra, 130 Ohio App.3d at 172, 719 N.E.2d 980, cited by *Daniel E. Terreri & Sons v. Bd. of Mahoning County Comm'rs*, 152 Ohio App. 3d 95, 106 at ¶47)."

A breach of contract is defined as the failure,<sup>1</sup> without legal excuse,<sup>2</sup> to perform any promise that forms a whole,<sup>3</sup> or part,<sup>4</sup> of a contract. (18 Ohio Jur. 3d *Contracts* § 170).

Ohio Edison conveyed an “overt communication of intention not to continue with the performance” when it stated in its email dated March 13, 2023, “If you are insisting on a refund check, we do not have a meeting of the minds and this matter should proceed to a hearing.” (Complainant’s Exhibit 11). Ohio Edison’s overt communication presented a clear determination not to continue with its promised performance to refund the security deposit. The communication was emailed on March 13, 2023, “prior to the time that such party’s performance is due”, which in this case was after the May 2023 bill was paid. Therefore, Ohio Edison did anticipatorily repudiate the contract. Furthermore, Ohio Edison’s attempt to credit the account was ‘an action which \* \* \* demonstrates a clear determination not to continue with performance’ as noted in *American Bronze Corp. v. Streamway Products*, 8 Ohio App. 3d 223, 228; *Rogers v. Runfola & Associates, Inc.*, 1989 Ohio App. LEXIS 1979, \*1. The anticipatory repudiation of the agreement became a breach when Ohio Edison failed to perform its promise that formed a part of the original settlement agreement attained on January 25, 2023 to refund the security deposit as agreed upon. The credit was not accepted (nor acceptable), as evidenced by the account still having a credit balance. (Exhibits 16 – 25 attached hereto).

## **Ohio Edison Agreed, But Failed to Refund the Security Deposit**

Ohio Edison claims that on January 30, 2023, it proposed an offer to credit the security deposit and that this was the offer accepted by Mary C. Simballa. (Initial Post-Hearing Brief, Page 9, Line 10). This statement is false on both points. The email in



which Ohio Edison offered to credit the account instead of providing a refund as agreed upon during the settlement conference is dated January 27, 2023. (Respondent's Exhibit A; Complainant's Exhibit 2). The response to the email specifically states the acceptance of "the settlement offer proposed by Ohio Edison and Mr. Rogers during our phone conference last week. \* \* \* As per the agreement, the security deposit will be refunded in June 2023. \* \* \*".

Ohio Edison admits it agreed to refund (not credit) the security deposit during the settlement conference. (Initial Post-Hearing Brief, Page 7, #3 of list). Less than 48 hours after agreeing to the terms of the settlement agreement, Ohio Edison attempted to change the agreed upon terms of that agreement by subtly changing the term from 'refund' to 'credit' in an email, not through 'an express conversation' about the term. Mary C. Simballa's response to that email rejected the proposed change by stating "I agree to the settlement offer proposed by Ohio Edison and Mr. Rogers during our phone conference last week. \* \* \* As per the agreement, the security deposit will be refunded in June 2023. \* \* \*". There is not any acceptance of the offer in the email, nor for the term 'credit'. (Complainant's Exhibit 2). Ohio Edison again referred to the 'return' of the security deposit in its email dated February 16, 2023, in which it stated, "To facilitate the return of your security deposit in June, Ohio Edison will require a signed settlement agreement." (Complainant's Exhibit 4).

Ohio Edison promised to 'refund' the security deposit. Mary C. Simballa did not agree to a 'credit' of the security deposit. Ohio Edison did not refund nor return the security deposit as it had promised to do during the settlement conference. Ohio Edison still has the money from the security deposit as evidenced by the credit balance on the

account. (Exhibits 16-25 attached hereto). Although Ohio Edison still holds the security deposit, it stopped paying interest as required by Revised Code 4933.17.

## **Ohio Edison Confuses the ‘Assessment of the Security Deposit’ with ‘Application of the Security Deposit’**

The assessment of the security deposit is not – and has not been – a contention in this complaint. The *application* of the partial payment to the security deposit is the basis for this complaint. ‘The common law rules regarding the application of payments apply in Ohio. Hence, a debtor owing a creditor more than one debt or a debt composed of several items has the right to direct to which debt or debts or to which item of a single debt and what amounts a payment should be applied.’ (73 *Ohio Jur. 3d Payment and Tender* §43). Ohio Administrative Code 4901:1-10-22(H)(1), (2), and (3) provides the hierarchy for the application of partial payments. Ohio Edison did not apply the partial payment in accordance with the Administrative Code. Ohio Edison applied the partial payment according to the hierarchy in its tariff, which does not correlate with the hierarchy included in Administrative Code 4901:1-10-22 (H)(1), (2), and (3). (Cottrill Testimony, Page 12, Line 2 – Page 13, Line 4).

Ohio Administrative Code 4901:1-10-02 (E) stipulates that the rules supersede any inconsistent provisions, terms, and conditions of the electric utility’s tariffs. Therefore, Ohio Edison’s application of the partial payment is contrary to the hierarchy provided in Ohio Administrative Code 4901:1-10-22, and Ohio Edison did not properly

apply the partial payment when it applied it to the security deposit instead of the current charges.

## **Presumption of Delivery Does Not Ensure Receipt of Notice; Deficiencies in Content of Notices**

Ohio Edison presumes delivery of its notices but did not endeavor to contact Mary C. Simballa to verify delivery of the notice. A simple internet search for the address would have provided contact information for the account address.

In addition, Ohio Edison's disconnection notice included with the September 2022 bill violates Administrative Code 4901:1-10:19 (C) which provides ' \* \* \* no utility company may disconnect service to a residential customer when \* \* \*the customer fails to pay any amount in a bona fide dispute.' Ohio Edison states that the Commission allows the notice to be included as part of the monthly bill. Administrative Code 4901:1-10-19(D) and (E) includes required content to be included in those notices. Utility companies are prohibited from disconnecting service if these requirements are not met in the disconnection notices. Disconnection notices must 'separate regulated from non-tariffed charges, including CRES charges.' Ohio Edison's Disconnection Notices do not separate tariffed from non-tariffed charges and are therefore deficient according to the requirements.

Ohio Edison relies on the fact that the service was not disconnected. However, this does not negate the fact that Ohio Edison sent a field agent to disconnect the service



based on the deficient notices. Disconnection was avoided only because Kevin Simballa was home and paid the agent the amount requested by the agent.

### **Ohio Law Requires Interest to Be Paid on Security Deposits but Ohio Edison Still Retains the Security Deposit but Has Not Paid Interest Since August 2023**

Revised Code 4933.17 requires interest to be paid on security deposits held for more than 6 months, but it does not specify the time allowed for a utility company to retain security deposits.

The security deposit was paid on January 30, 2023. Ohio Edison paid interest on the security deposit through May 2023 bill, at which time it attempted to circumvent the settlement agreement to refund the security deposit when it credited the account. However, Ohio Edison still retains that money for the security deposit and has failed to pay interest on those funds since August 2023.

### **Ohio Edison Did Not Properly Apply Simballa's Payments**

Ohio Edison claims the payments were properly applied 'pursuant to Ohio Edison's settlement hierarchy.' (Initial Post-Hearing Brief, page 3, Line 13). The propriety of Ohio Edison's application of the payments is dependent upon which source of authority is used to gauge that propriety. Ohio common law provides that the creditor must apply partial payments as directed by the person paying the funds. (73 Ohio Jur. 3d Payment and Tender §43). The payment was noted for 'current charges.' Ohio Edison



applied the payment to the security deposit instead. Ohio Edison's application of the payment to security deposit did not comply with this law.

Ohio Edison relies on the hierarchy included in its tariff for its determination that the application of the payments was "proper." However, the hierarchy in its tariff is in direct conflict with the hierarchy required by Ohio Administrative Code 4901:1-10-22. Ohio Administrative Code 4901:1-10-22 (H)(1), (2), and (3) details the proper application of partial payments to utility companies. In addition, Ohio Administrative Code 4901:1-10-1-10-02(E) states "'\* \* \* the rules of this chapter supersede any inconsistent provision, terms, and conditions of the electric utility's tariffs.'" Ohio Edison's tariff ignores the law of Ohio and includes a hierarchy that conflicts with the hierarchy included in Administrative Code 4901:1-10-22 (Cottrill Testimony, Page 12, Line 2 – Page 13, Line 4). Partial payments are to be applied according to the hierarchy included in Administrative Code 4901:1-10-22(H)(1), (2), and (3). Therefore, Ohio Edison's application of the payment to security deposit did not comply with the Administrative Code.

Ohio Edison states it 'denies that it violated any statute or Commission rule.' (Initial Post-Hearing Brief, Page 1, Lines 7-8). However, Administrative Code 4901:1-10-02(D)(2) requires utility companies to follow the laws of Ohio. It does not limit that requirement to statutory law, nor does it exclude common law. It simply requires the adherence to 'the law' – all of the law. Ohio Edison applied the payment contrary to Ohio common law and Administrative Code 4901:1-10-22 (H)(1), (2), and (3) and violated Administrative Code 4901:1-10-02(E). Therefore, Ohio Edison did not follow the law and its application of the payments was not proper.

## **Ohio Edison's Customer Rights & Obligations Pamphlet Is Not 'Prominently' On Its Website**

The question is whether Ohio Edison's placement of the required information is sufficient to meet the requirements of the Ohio Administrative Code, specifically the requirement of '*prominently*.' Administrative Code 4901:1-10-12 requires Customer Rights and Obligations to be posted 'prominently' on the website of the utility. Ohio Edison admits that this information is located four pages from the company's home page. (Testimony of Ms. Cottrill, Page 15, Lines 2-5). Accessing the document requires customers to navigate through multiple layers of information to access the document. The path to the information required to be 'posted prominently' on the website consists of three steps IF the person knows the required steps to access the information. The location of the required information on Ohio Edison's website to be 'posted prominently' is questionable.

### **Conclusion**

Ohio Edison anticipatorily repudiated the settlement agreement in March 2023 and breached the settlement agreement when it failed to refund the security deposit in June 2023. Ohio Edison admits in its Initial Post-Hearing Brief that the agreement was for a refund, not a credit. The agreement to dismiss was contingent on the refund of the security deposit. Ohio Edison attempted to change the term from refund to credit in a subtly worded email less than 48 hours after it agreed to refund the security deposit. The offer for a credit instead of a refund was not accepted by Mary C. Simballa, whose response specifically notes the agreement attained during the telephone conference (not the offer in the email) and the term 'refund.' In February 2023, Ohio Edison referenced

the 'return' of the security deposit, (not a credit) in an email in which it demanded additional terms. In March 2023, Ohio Edison anticipatorily repudiated the contract by overtly communicating its belief that this matter should proceed to a hearing because there was not a 'meeting of the minds'. In June 2023, Ohio Edison breached the agreement when it credited the account instead of refunding the security deposit as agreed upon. The credit was not accepted as evidenced by the continuing credit balance on the account. Ohio Edison still retains the security deposit but has not paid interest on those funds since June 2023.

Based on the foregoing, Complainant Mary C. Simballa respectfully asks this Commission to:

1. order the refund of the late fees associated with the application of the partial payments to the security deposit;
2. order the refund of the security deposit;
3. investigate for other instances of similar violations by Ohio Edison of the law; Administrative Code, Ohio Edison's tariff, and other laws;
4. impose appropriate sanctions against Ohio Edison for the violations of the law, Ohio Administrative Code, Ohio Edison's tariff, and other laws.

Respectfully submitted,



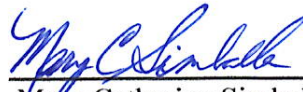
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## CERTIFICATE OF SERVICE

A true and accurate copy of the foregoing Complainant's Mary C. Simballa's Brief was served via electronic mail and USPS regular mail this 16th day of February 2024 to:

Christopher A. Rogers  
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Mary Catherine Simballa (0093314)  
Law Office of Mary C. Simballa  
42100 Cream Ridge Rd.  
Lisbon, OH 44432  
330-831-8341  
mary.simballa@simballalaw.com



**Billing Period:** Mar 16 to Apr 16, 2023 for 32 days  
**Bill For:** R SIMBALLA  
42100 CREAM RIDGE RD  
LISBON OH 44432

**April 19, 2023**  
**Account Number: 110 017 845 519**  
**Amount Due: \$76.42**  
**Due Date: May 03, 2023**

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.

**Bill issued by:** Ohio Edison, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).

For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421.

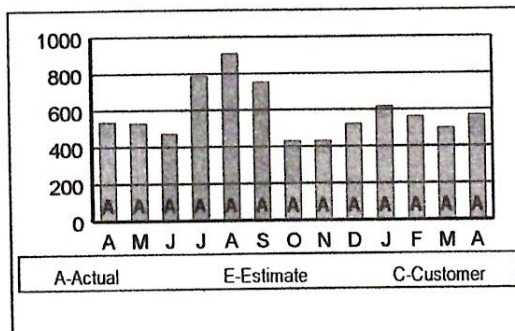


Messages	Account Summary	Amount Due
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.	Previous Balance	65.97
Your current <b>PRICE TO COMPARE</b> for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 5.63 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at <a href="http://www.energychoice.ohio.gov">www.energychoice.ohio.gov</a> .	Payments/Adjustments	-65.97
<b>Residential Service - 0001164344 - 5.63 cents per KWH</b>	<b>Balance at Billing on Apr 19, 2023</b>	<b>0.00</b>
The information below shows specific charges for the costs of energy efficiency, peak demand reduction and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.	Ohio Edison - Consumption	76.70
	Ohio Edison - Misc. Charges	-0.28
	<b>Total Current Charges</b>	<b>76.42</b>
	<b>Amount Due by May 03, 2023</b>	<b>\$76.42</b>
	<b>Usage Information for Meter Number 5002308264</b>	
	Apr 16, 2023 KWH Reading (Actual)	19,269
	Mar 16, 2023 KWH Reading (Actual)	18,700
	KWH used	569
	<b>Charges From Ohio Edison</b>	
	Customer Number 0802842511 0001164344	
	Rate: Residential Service OE-RSF	
	Customer Charge	4.00
	Distribution Related Component	29.68
	Cost Recovery Charges	12.44
	Bypassable Generation and Transmission Related Component	32.03
	Consumer Rate Credit	-1.45
	<b>Current Consumption Bill Charges</b>	<b>76.70</b>
	Security Deposit Interest	-0.28
	<b>Total Charges</b>	<b>\$76.42</b>
	<b>Detail Payment and Adjustment Information</b>	
	03/30/23 Payment	-65.97

Additional messages, if any, can be found on back.

**Usage History**

Apr 22	536	Oct 22	433
May 22	527	Nov 22	431
Jun 22	470	Dec 22	523
Jul 22	787	Jan 23	615
Aug 22	910	Feb 23	561
Sep 22	753	Mar 23	499
		Apr 23	569



Comparisons	Last Year	This Year
Average Daily Use (KWH)	18	18
Average Daily Temperature	45	48
Days in Billing Period	30	32
Last 12 Months Use (KWH)		7,078
Average Monthly Use (KWH)		590

**EXHIBIT 16**



**Billing Period:** Apr 17 to May 15, 2023 for 29 days  
**Bill For:** R SIMBALLA  
42100 CREAM RIDGE RD  
LUSBOH OH 44432

**May 18, 2023**  
**Account Number: 110 017 845 519**  
**Amount Due: \$72.26**  
**Due Date: June 01, 2023**

To report an emergency or an outage, call 24 hours a day 1-888-544-4877

**Bill issued by:** Ohio Edison, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).  
For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421.



Messages	Account Summary	Amount Due
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the <b>Amount Due</b> by the Due Date.	Previous Balance	76.42
Your current <b>PRICE TO COMPARE</b> for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 5.88 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at <a href="http://www.energychoice.ohio.gov">www.energychoice.ohio.gov</a> .	Payments/Adjustments	-76.42
<b>Residential Service - 0001164344 - 5.88 cents per KWH</b>	<b>Balance at Billing on May 18, 2023</b>	<b>0.00</b>
The information below shows specific charges for the costs of energy efficiency, peak demand reduction, and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.	Ohio Edison - Consumption	72.53
	Ohio Edison - Misc. Charges	-0.27
	<b>Total Current Charges</b>	<b>72.26</b>
	<b>Amount Due by Jun 01, 2023</b>	<b>\$72.26</b>
	<b>Usage Information for Meter Number 5002308264</b>	
	May 15, 2023 KWH Reading (Actual)	19,792
	Apr 17, 2023 KWH Reading (Actual)	19,269
	KWH used	523
	<b>Charges From Ohio Edison</b>	
	Customer Number: 0802842511 0001164344	
	Rate: Residential Service OE-RSF	
	Customer Charge	4.00
	Distribution Related Component	27.43
	Cost Recovery Charges	11.82
	Bypassable Generation and Transmission Related Component	30.73
	Consumer Rate Credit	-1.45
	<b>Current Consumption Bill Charges</b>	<b>72.53</b>
	Security Deposit Interest	-0.27
	<b>Total Charges</b>	<b>\$72.26</b>
	<b>Detail Payment and Adjustment Information</b>	
	04/26/23 Payment	-76.42

Energy Efficiency	523 KWH x 0.000000	\$0.00
Peak Demand Reduction	523 KWH x 0.000000	\$0.00
Renewable Energy	523 KWH x 0.002244	\$1.17

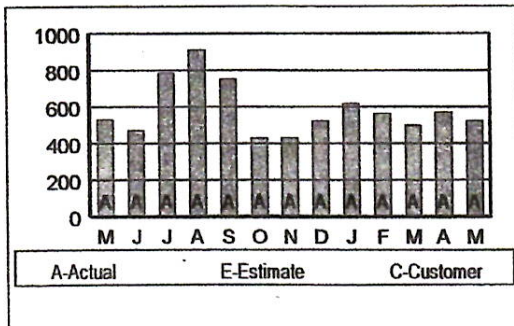
Your next meter reading is scheduled to occur on or about Jun 15, 2023.

If termination of service would be especially dangerous to your health or the health of someone in your household, please contact our office regarding certification of the related medical condition by a licensed physician, physician's assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife or local board of health physician so that service can be maintained.

We are required to include your name, address and usage information on a list of eligible customers that is made available to other competitive retail electric service providers. If you do not wish to be included on this list, please call us at 1-800-225-0444, go to the Customer Choice section of our website - [www.firstenergycorp.com](http://www.firstenergycorp.com) - or write to us at 76 S. Main St., Akron, OH 44308 Attn: FECC. Please

**Additional messages, if any, can be found on back.**

Usage History			
May 22	527	Nov 22	431
Jun 22	470	Dec 22	523
Jul 22	787	Jan 23	615
Aug 22	910	Feb 23	561
Sep 22	753	Mar 23	499
Oct 22	433	Apr 23	569
		May 23	523



Comparisons	Last Year	This Year
Average Daily Use (KWH)	17	18
Average Daily Temperature	54	52
Days in Billing Period	31	29
Last 12 Months Use (KWH)		7,074
Average Monthly Use (KWH)		590

**EXHIBIT 17**



June 19, 2023

Account Number: 110 017 845 519

Amount Due: \$0.00

Billing Period: May 16 to Jun 14, 2023 for 30 days

Bill For: R S VEBALL  
4010 CREAM RIDGE RD  
LEWIS OH 44432

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.

Bill issued by: Ohio Edison, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).

For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421.



Messages	Account Summary	Amount Due
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.	Previous Balance	72.26
Your current <b>PRICE TO COMPARE</b> for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 8.93 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at <a href="http://www.energychoice.ohio.gov">www.energychoice.ohio.gov</a> .	Payments/Adjustments	-186.26
<b>Residential Service - 0001164344 - 8.93 cents per KWH</b>	<b>Balance at Billing on Jun 19, 2023</b>	<b>-114.00</b>
The information below shows specific charges for the costs of energy efficiency, peak demand reduction, and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.	Ohio Edison - Consumption	71.71
	Ohio Edison - Misc. Charges	-0.30
	<b>Total Current Charges</b>	<b>71.41</b>
	<b>You have a credit balance of</b>	<b>-\$42.59</b>
	<b>Usage Information for Meter Number 5002308264</b>	
	Jun 14, 2023 KWH Reading (Actual)	20,210
	May 16, 2023 KWH Reading (Actual)	19,792
	KWH used	418
	<b>Charges From Ohio Edison</b>	
	Customer Number: 0802842511 0001164344	
	Rate: Residential Service OE-RSF	
	Customer Charge	4.00
	Distribution Related Component	22.47
	Cost Recovery Charges	9.36
	Bypassable Generation and Transmission Related Component	37.33
	Consumer Rate Credit	-1.45
	<b>Current Consumption Bill Charges</b>	<b>71.71</b>
	Security Deposit Interest	-0.30
	<b>Total Charges</b>	<b>\$ 71.41</b>
	<b>Detail Payment and Adjustment Information</b>	
	05/26/23 Payment	-72.26
	06/19/23 Security Deposit Refund	-71.71
	06/19/23 Security Deposit Refund Pending	-42.29
	<b>Total Payments and Adjustments</b>	<b>-\$186.26</b>

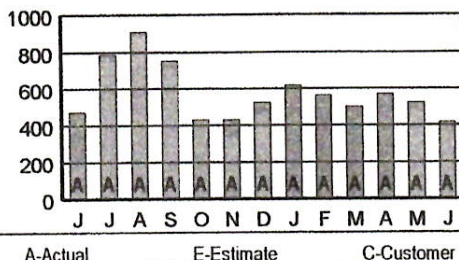
Pursuant to Ohio law, it is illegal for your electric meter and associated equipment to be tampered with to obtain unauthorized use of electricity. As specified in the Ohio Revised Code, persons found guilty of stealing electricity or tampering may be subject to jail sentences up to five years and fines up to \$10,000. Meter tampering is dangerous and could result in serious personal injury or damage to property. Ohio Law requires this message.

As of June 1, 2023, residential customers who receive electric generation through the company's Standard Service Offer will see new prices for Rider GEN, as approved by the Public Utilities Commission of Ohio (PUCO) (Case No. 23-0345-EL-RDR). On an annualized basis, the change in the cost of generation will result in an estimated average

**Additional messages, if any, can be found on back.**

**Usage History**

Jun 22	470	Dec 22	523
Jul 22	787	Jan 23	615
Aug 22	910	Feb 23	561
Sep 22	753	Mar 23	499
Oct 22	433	Apr 23	569
Nov 22	431	May 23	523
		Jun 23	418



Comparisons	Last Year	This Year
Average Daily Use (KWH)	16	14
Average Daily Temperature	65	63
Days in Billing Period	30	30
Last 12 Months Use (KWH)		7,022
Average Monthly Use (KWH)		585

**EXHIBIT 18**



July 20, 2023  
Account Number: 110 017 845 519  
Amount Due: \$0.00

Billing Period: Jun 15 to Jul 17, 2023 for 33 days  
Bill For: 835 VILLAGE  
4000 DREAM RIDGE RD  
LEBON, OH 44432

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.  
Bill issued by: Ohio Edison, PO Box 3687, Akron OH 44309-3687  
To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).  
For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421.



**Messages**  
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.

Your current **PRICE TO COMPARE** for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 11.93 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov).

**Residential Service - 0001164344 - 11.93 cents per KWH**

The information below shows specific charges for the costs of energy efficiency, peak demand reduction, and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.

Energy Efficiency	448 KWH x 0.000000	\$0.00
Peak Demand Reduction	448 KWH x 0.000000	\$0.00
Renewable Energy	448 KWH x 0.002054	\$0.92

Your next meter reading is scheduled to occur on or about Aug 16, 2023.

For a brochure describing your customer rights and obligations, please call our Customer Service phone number.

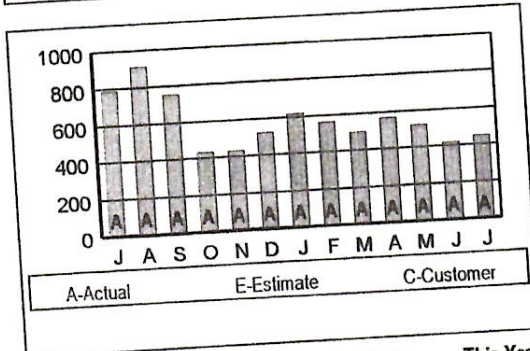
For your safety and the safety of our crews, when using a generator follow the manufacturer's installation and operation instructions. Never connect a generator directly to your electrical system without an isolation device installed by an electrician. Otherwise, a fire could start or an employee restoring your power could be seriously injured. We suggest plugging lights/appliances in the outlets on the generator unit.

Tree branches and shrubs -- and insects that nest in vegetation -- can make it difficult and, at times, unsafe for our employees to read your meter. Please be sure your meter is easily accessible by clearing the path to it and the area around it.

**Additional messages, if any, can be found on back.**

**Usage History**

Jul 22	787	Jan 23	615
Aug 22	910	Feb 23	561
Sep 22	753	Mar 23	499
Oct 22	433	Apr 23	569
Nov 22	431	May 23	523
Dec 22	523	Jun 23	418
		Jul 23	448



Comparisons	Last Year	This Year
Average Daily Use (KWH)	24	14
Average Daily Temperature	71	71
Days in Billing Period	33	33
Last 12 Months Use (KWH)		6,683
Average Monthly Use (KWH)		557

Account Summary	Amount Due
Previous Balance	-42.59
Payments/Adjustments	-71.41
<b>Balance at Billing on Jul 20, 2023</b>	<b>-114.00</b>
Ohio Edison - Consumption	90.14
Ohio Edison - Misc. Charges	-0.11
<b>Total Current Charges</b>	<b>90.03</b>
<b>You have a credit balance of</b>	<b>-\$23.97</b>
<b>Usage Information for Meter Number 5002308264</b>	
Jul 17, 2023 KWH Reading (Actual)	20,658
Jun 15, 2023 KWH Reading (Actual)	20,210
KWH used	448
<b>Charges From Ohio Edison</b>	
Customer Number: 0802842511 0001164344	
Rate: Residential Service OE-RSF	4.00
Customer Charge	23.93
Distribution Related Component	10.22
Cost Recovery Charges	53.44
Bypassable Generation and Transmission Related Component	-1.45
Consumer Rate Credit	90.14
<b>Current Consumption Bill Charges</b>	<b>-0.11</b>
Security Deposit Interest	\$ 90.03
<b>Total Charges</b>	<b>\$ 90.03</b>
<b>Detail Payment and Adjustment Information</b>	
06/28/23 Payment	-71.41



August 18, 2023

Account Number: 110 017 845 519

Amount Due: \$0.00

Billing Period: Jul 18 to Aug 15, 2023 for 29 days

Bill For: P. S. NEALLA  
4500 CREAM RIDGE RD  
LONDON, OH 44432

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.

Bill issued by: Ohio Edison, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).

For Customer Service, call 1-800-833-4766. For Payment Options, call 1-800-686-3421.



**Messages**  
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.

Your current **PRICE TO COMPARE** for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 11.50 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at [www.energychoice.ohio.gov](http://www.energychoice.ohio.gov).

**Residential Service - 0001164344 - 11.50 cents per KWH**

The information below shows specific charges for the costs of energy efficiency, peak demand reduction, and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.

Energy Efficiency	366 KWH x 0.000000	\$0.00
Peak Demand Reduction	366 KWH x 0.000000	\$0.00
Renewable Energy	366 KWH x 0.001841	\$0.67

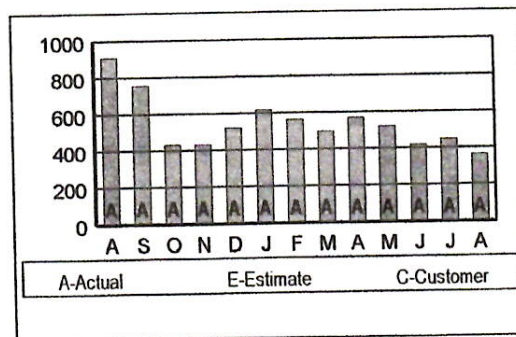
Your next meter reading is scheduled to occur on or about Sep 18, 2023.

We are required to include your name, address and usage information on a list of eligible customers that is made available to other competitive retail electric service providers. If you do not wish to be included on this list, please call us at 1-800-225-0444, go to the Customer Choice section of our website - [www.firstenergycorp.com](http://www.firstenergycorp.com) - or write to us at 76 S. Main St., Akron, OH 44308 Attn: FECC. Please note that an election to not be included on this list will not prevent Ohio Edison, The Illuminating Company or Toledo Edison from providing your information to governmental aggregators. If you previously made a similar election, your name will continue to be excluded from the list without any additional action on your part. If you previously decided not

Additional messages, if any, can be found on back.

**Usage History**

Aug 22	910	Feb 23	561
Sep 22	753	Mar 23	499
Oct 22	433	Apr 23	569
Nov 22	431	May 23	523
Dec 22	523	Jun 23	418
Jan 23	615	Jul 23	448
		Aug 23	366



Comparisons	Last Year	This Year
Average Daily Use (KWH)	31	13
Average Daily Temperature	73	71
Days in Billing Period	29	29
Last 12 Months Use (KWH)		6,139
Average Monthly Use (KWH)		512

**EXHIBIT 20**  
**EXHIBIT**

September 20, 2023  
Account Number: 110 017 845 519

Amount Due: \$0.00

Billing Period: Aug 16 to Sep 17, 2023 for 33 days  
Bill For: R SIMBALLA  
42100 CREAM RIDGE RD  
LISBON OH 44432

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.

Bill issued by: Ohio Edison, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com)

For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421.

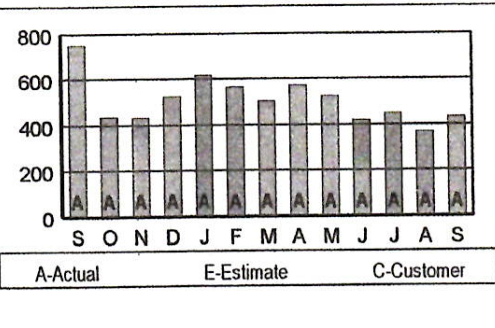


Messages	Account Summary	Amount Due
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the <b>Amount Due</b> by the Due Date.	Previous Balance	
Your current <b>PRICE TO COMPARE</b> for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 10.64 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at <a href="http://www.energychoice.ohio.gov">www.energychoice.ohio.gov</a> .	Payments/Adjustments	
<b>Residential Service - 0001164344 - 10.64 cents per KWH</b>	<b>Balance at Billing on Sep 20, 2023</b>	-114.11
The information below shows specific charges for the costs of energy efficiency, peak demand reduction, and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.	Ohio Edison - Consumption	81.88
Energy Efficiency 431 KWH x 0.000000 \$0.00	<b>You have a credit balance of</b>	<b>-\$32.23</b>
Peak Demand Reduction 431 KWH x 0.000000 \$0.00	<b>Usage Information for Meter Number 5002308264</b>	
Renewable Energy 431 KWH x 0.001841 \$0.79	Sep 17, 2023 KWH Reading (Actual)	21 455
Your next meter reading is scheduled to occur on or about Oct 17, 2023.	Aug 16, 2023 KWH Reading (Actual)	21 024
	KWH used	431
	<b>Charges From Ohio Edison</b>	
	Customer Number: 0802842511 0001164344	
	Rate: Residential Service OE-RSF	
	Customer Charge	4.00
	Distribution Related Component	23.51
	Cost Recovery Charges	9.98
	Bypassable Generation and Transmission Related Component	45.84
	Consumer Rate Credit	-1.45
	<b>Current Consumption Bill Charges</b>	<b>81.88</b>
	<b>Detail Payment and Adjustment Information</b>	
	09/01/23 Payment	-73.14

Additional messages, if any, can be found on back.

Usage History

Sep 22	753	Mar 23	499
Oct 22	433	Apr 23	569
Nov 22	431	May 23	523
Dec 22	523	Jun 23	418
Jan 23	615	Jul 23	448
Feb 23	55*	Aug 23	366
		Sep 23	431



Comparisons	Last Year	This Year
Average Daily Use (KWH)	24	13
Average Daily Temperature	70	68
Days in Billing Period	31	33
Last 12 Months Use (KWH)		5,817
Average Monthly Use (KWH)		485

EXHIBIT 31



**Billing Period:** Sep 18 to Oct 16, 2023 for 29 days  
**Bill For:** P. S. BALLA  
42100 CREAM RIDGE RD  
LONDON, OH 44432

**October 19, 2023**  
**Account Number: 110 017 845 519**  
**Amount Due: \$0.00**

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.

**Bill issued by:** Ohio Edison, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).

For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421.

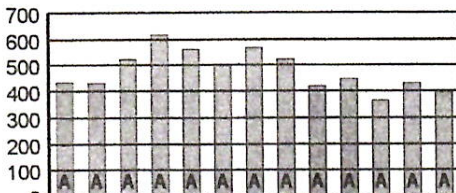


Messages	Account Summary	Amount Due
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.	Previous Balance	-32.23
Your current <b>PRICE TO COMPARE</b> for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 9.96 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at <a href="http://www.energychoice.ohio.gov">www.energychoice.ohio.gov</a> .	Payments/Adjustments	-86.88
<b>Residential Service - 0001164344 - 9.96 cents per KWH</b>	<b>Balance at Billing on Oct 19, 2023</b>	<b>-119.11</b>
The information below shows specific charges for the costs of energy efficiency, peak demand reduction, and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.	Ohio Edison - Consumption	72.92
Energy Efficiency 396 KWH x 0.000000 \$0.00	<b>You have a credit balance of</b>	<b>-\$46.19</b>
Peak Demand Reduction 396 KWH x 0.000000 \$0.00	<b>Usage Information for Meter Number 5002308264</b>	
Renewable Energy 396 KWH x 0.001841 \$0.73	Oct 16, 2023 KWH Reading (Actual)	21,851
Your next meter reading is scheduled to occur on or about Nov 15, 2023.	Sep 18, 2023 KWH Reading (Actual)	21,455
If termination of service would be especially dangerous to your health or the health of someone in your household, please contact our office regarding certification of the related medical condition by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife or local board of health physician so that service can be maintained.	KWH used	396
	<b>Charges From Ohio Edison</b>	
	Customer Number 0802842511 0001164344	
	Rate: Residential Service OE-RSF	
	Customer Charge	4.00
	Distribution Related Component	21.73
	Cost Recovery Charges	9.20
	Bypassable Generation and Transmission Related Component	39.44
	Consumer Rate Credit	-1.45
	<b>Current Consumption Bill Charges</b>	<b>72.92</b>
	<b>Detail Payment and Adjustment Information</b>	
	10/10/23 Payment	-86.88

Additional messages, if any, can be found on back.

**Usage History**

Oct 22	433	Apr 23	569
Nov 22	431	May 23	523
Dec 22	523	Jun 23	418
Jan 23	615	Jul 23	448
Feb 23	561	Aug 23	366
Mar 23	499	Sep 23	431
		Oct 23	396



Comparisons	Last Year	This Year
Average Daily Use (KWH)	14	14
Average Daily Temperature	57	59
Days in Billing Period	31	29
Last 12 Months Use (KWH)		5,780
Average Monthly Use (KWH)		482

November 17, 2023  
Account Number: 110 017 845 519

Amount Due: \$0.00

**Billing Period:** Oct 17 to Nov 14, 2023 for 29 days  
**Bill For:** R SIMBALLA  
42100 CREAM RIDGE RD  
LISBON OH 44432

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.

**Bill issued by:** Ohio Edison, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).

For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421.



Messages	Account Summary	Amount Due
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the <b>Amount Due</b> by the Due Date.	Previous Balance	-46.19
Your current <b>PRICE TO COMPARE</b> for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 10.06 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at <a href="http://www.energychoice.ohio.gov">www.energychoice.ohio.gov</a> .	Payments/Adjustments	-72.92
<b>Residential Service - 0001164344 - 10.06 cents per KWH</b>	<b>Balance at Billing on Nov 17, 2023</b>	<b>-119.11</b>
The information below shows specific charges for the costs of energy efficiency, peak demand reduction, and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.	Ohio Edison - Consumption	72.08
	<b>You have a credit balance of</b>	<b>-\$47.03</b>
	<b>Usage Information for Meter Number 5002308264</b>	
	Nov 14, 2023 KWH Reading (Actual)	22,240
	Oct 17, 2023 KWH Reading (Actual)	21,851
	KWH used	389
	<b>Charges From Ohio Edison</b>	
	Customer Number 0602842511 0001164344	
	Rate - Residential Service OE-RSF	
	Customer Charge	4.00
	Distribution Related Component	21.37
	Cost Recovery Charges	9.04
	Bypassable Generation and Transmission Related Component	39.12
	Consumer Rate Credit	-1.45
	<b>Current Consumption Bill Charges</b>	<b>72.08</b>
	<b>Detail Payment and Adjustment Information</b>	
	10/30/23 Payment	-72.92

Energy Efficiency	389 KWH x 0.000000	\$0.00
Peak Demand Reduction	389 KWH x 0.000000	\$0.00
Renewable Energy	389 KWH x 0.001841	\$0.72

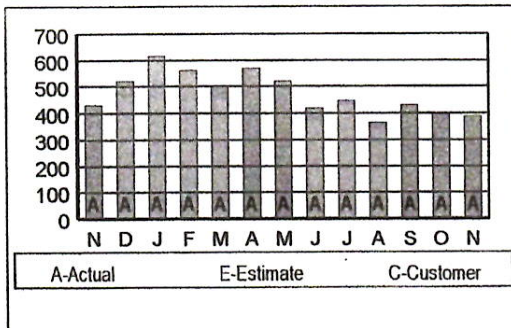
Your next meter reading is scheduled to occur on or about Dec 15, 2023.

We are required to include your name, address and usage information on a list of eligible customers that is made available to other competitive retail electric service providers. If you do not wish to be included on this list, please call us at 1-800-225-0444, go to the Customer Choice section of our website - [www.firstenergycorp.com](http://www.firstenergycorp.com) - or write to us at 76 S. Main St., Akron, OH 44308 Attn: FECC. Please note that an election to not be included on this list will not prevent Ohio Edison, The Illuminating Company or Toledo Edison from providing your information to governmental aggregators. If you previously made a similar election, your name will continue to be excluded from the list without any additional action on your part. If you previously decided not

Additional messages, if any, can be found on back.

**Usage History**

Nov 22	431	May 23	523
Dec 22	523	Jun 23	418
Jan 23	615	Jul 23	448
Feb 23	561	Aug 23	366
Mar 23	499	Sep 23	431
Apr 23	565	Oct 23	389
		Nov 23	389



Comparisons	Last Year	This Year
Average Daily Use (KWH)	15	13
Average Daily Temperature	51	49
Days in Billing Period	29	29
Last 12 Months Use (KWH)		5,738
Average Monthly Use (KWH)		478



December 19, 2023  
Account Number: 110 017 845 519

Amount Due: \$0.00

Billing Period: Nov 15 to Dec 14, 2023 for 30 days

Bill For: R SIMBALLA  
42100 CREAM RIDGE RD  
LISBON OH 44432

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.

Bill issued by: Ohio Edison, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).

For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421.



Messages	Account Summary	Amount Due
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.	Previous Balance	-47.03
Your current PRICE TO COMPARE for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 10.06 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at <a href="http://www.energychoice.ohio.gov">www.energychoice.ohio.gov</a> .	Payments/Adjustments	-72.08
Residential Service - 0001164344 - 10.06 cents per KWH	Balance at Billing on Dec 19, 2023	-119.11
The information below shows specific charges for the costs of energy efficiency, peak demand reduction, and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.	Ohio Edison - Consumption	110.59
	You have a credit balance of	-\$8.52
	Usage Information for Meter Number 5002308264	
	Dec 14, 2023 KWH Reading (Actual)	22,857
	Nov 15, 2023 KWH Reading (Actual)	22,240
	KWH used	617
	Charges From Ohio Edison	
	Customer Number 0802842511 0001164344	
	Rate Residential Service CE-RSF	
	Customer Charge	4.00
	Distribution Related Component	31.72
	Cost Recovery Charges	14.26
	Bypassable Generation and Transmission Related Component	62.06
	Consumer Rate Credit	-1.45
	Current Consumption Bill Charges	110.59
	Detail Payment and Adjustment Information	
	11/30/23 Payment	-72.08

Energy Efficiency	617 KWH x 0.000000	\$0.00
Peak Demand Reduction	617 KWH x 0.000000	\$0.00
Renewable Energy	617 KWH x 0.001841	\$1.14

Your next meter reading is scheduled to occur on or about Jan 16, 2024.

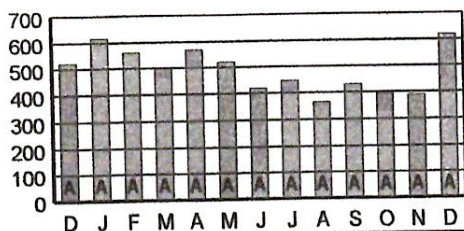
Under State law, the amount you are being billed includes: (1) Kilowatt-hour taxes that have been in effect since 2001 and are currently at \$27.20 and (2) Assessments to assist in the support of the operations of the PUCO and the office of the consumers' counsel that have been in effect since 1912 and 1977, respectively.

Best wishes for a joyous holiday season from all of us at Ohio Edison.

Additional messages, if any, can be found on back.

## Usage History

Dec 22	523	Jun 23	418
Jan 23	615	Jul 23	448
Feb 23	561	Aug 23	366
Mar 23	499	Sep 23	431
Apr 23	569	Oct 23	396
May 23	523	Nov 23	383
		Dec 23	617



Comparisons	Last Year	This Year
Average Daily Use (KWH)	17	21
Average Daily Temperature	36	40
Days in Billing Period	30	30
Last 12 Months Use (KWH)		5,832
Average Monthly Use (KWH)		486

EXHIBIT 24



January 18, 2024  
Account Number: 110 017 845 519  
Amount Due: \$0.00

Billing Period: Dec 15 to Jan 15, 2024 for 32 days  
Bill For: R SIMBALLA  
42100 CREAM RIDGE RD  
LISBON OH 44432

To report an emergency or an outage, call 24 hours a day 1-888-544-4877.

Bill issued by: Ohio Edison, PO Box 3687, Akron OH 44309-3687

To enroll in eBill or pay your bill online, scan the QR code on the right of this bill from your mobile device or go to [www.firstenergycorp.com](http://www.firstenergycorp.com).

For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421.

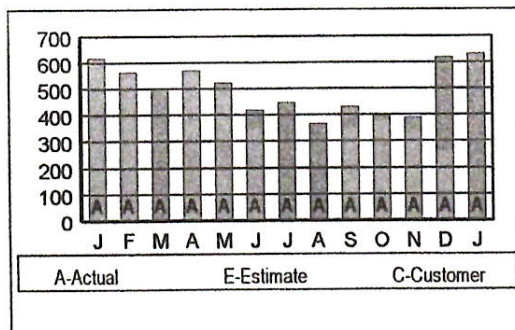


Messages	Account Summary	Amount Due
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the <b>Amount Due</b> by the Due Date.	Previous Balance	-8.52
Your current <b>PRICE TO COMPARE</b> for generation and transmission from Ohio Edison is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than Ohio Edison's price of 10.08 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at <a href="http://www.energychoice.ohio.gov">www.energychoice.ohio.gov</a> .	Payments/Adjustments	-119.11
<b>Residential Service - 0001164344 - 10.08 cents per KWH</b>	<b>Balance at Billing on Jan 18, 2024</b>	<b>-127.63</b>
The information below shows specific charges for the costs of energy efficiency, peak demand reduction and renewable energy. These charges are not new, but are and previously were consolidated with other charges on your bill.	Ohio Edison - Consumption	113.73
	<b>You have a credit balance of</b>	<b>-\$13.90</b>
	<b>Usage Information for Meter Number 5002308264</b>	
	Jan 15, 2024 KWH Reading (Actual)	23,489
	Dec 15, 2023 KWH Reading (Actual)	22,857
	KWH used	632
	<b>Charges From Ohio Edison</b>	
	Customer Number 0001164344	
	Rate Residential Service CE-RSF	
	Customer Charge	4.00
	Distribution Related Component	32.05
	Cost Recovery Charges	15.21
	Bypassable Generation and Transmission Related Component	63.72
	Consumer Rate Credit	-1.25
	<b>Current Consumption Bill Charges</b>	<b>113.73</b>
	<b>Detail Payment and Adjustment Information</b>	
	01/02/24 Payment	-119.11

Additional messages, if any, can be found on back.

Usage History

Jan 23	615	Jul 23	448
Feb 23	561	Aug 23	366
Mar 23	499	Sep 23	431
Apr 23	569	Oct 23	396
May 23	523	Nov 23	389
Jun 23	419	Dec 23	617
		Jan 24	632



Comparisons	Last Year	This Year
Average Daily Use (KWH)	19	20
Average Daily Temperature	33	36
Days in Billing Period	32	32
Last 12 Months Use (KWH)		5,849
Average Monthly Use (KWH)		487

EXHIBIT 25

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**2/16/2024 12:37:57 PM**

**in**

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

Summary: Response Complainants Response to Initial Post-Hearing Brief  
electronically filed by Miss Mary C Simballa on behalf of Simballa, Mary C Miss.