

NATURE OF THE ACTION

1. This action seeks declaratory and injunctive relief and breach of contract damages against FES on behalf of Plaintiff, which purchased electricity from FES pursuant to a fixed-price electricity supply agreement, and a class of similarly situated business customers of Defendant that are located in the states of Ohio, Illinois, Michigan, Pennsylvania, Maryland, and New Jersey, who also purchased energy from Defendant FES pursuant to a fixed-price electricity supply agreement with FES substantially in the form attached hereto as Exhibit A (the “Fixed-Rate Agreement” or “Agreement”). The Fixed-Rate Agreement between Plaintiff and FES, and each Fixed-Rate Agreement between each Class Member and FES, covered the provision of electricity for the month of January 2014. The salient provisions of Exhibit A are identical in every single contract between FES, on the one hand, and each FES business customer (including Plaintiff and each Class Member), on the other hand.

2. The Fixed-Rate Agreement, Exhibit A, was drafted entirely by FES. Under its terms, FES agrees to supply its business customers with electricity during the course of the Agreement (the “Contract Period”) at an agreed upon and fixed rate per kilowatt-hour that is specified in the Agreement, thereby allowing Plaintiff and every other Class Member to better anticipate and budget the costs of their electricity usage charges – and to hedge against the risk of increased electricity charges during the Contract Period. Only one provision of the Fixed-Rate Agreement allowed FES to potentially “pass through” an increase in electrical charges to its customers, but that paragraph permitted such “pass throughs” only in certain very limited circumstances. Specifically, ¶31 of the Fixed-Rate Agreement provides as follows:

Effect of Regulatory Action

31. If any regional transmission organization [RTO] or similar entity, Electric Utility, governmental entity or agency, NERC¹ and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier [*i.e.*, FES] new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to the Electricity Supply under this Agreement (any of the foregoing, a “Pass-Through Event”), Customer agrees that Supplier may pass through to Customer the additional cost to Supplier of such Pass-Through Event, under the procedure specified in Paragraph 32 below. For purposes of this Paragraph 31, changes include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

In short, the Fixed-Rate Agreement permits FES to “pass through” increases in electrical charges *only* if a regional transmission organization (“RTO”), an electric utility, an industry reliability organization, a court, or a governmental entity or agency imposed “new or additional charges or requirements” on FES, or imposed “a change in the method or procedure for determining charges or requirements.”

3. In January of 2014, the Midwest and East Coast regions of the United States (the “Region”) experienced unusually cold weather. As a result, PJM Interconnection LLC (“PJM”) – an RTO that coordinates the supply and transmission of electricity on a “wholesale” basis within the Region (including the states of Ohio, Illinois, Michigan, Pennsylvania, Maryland, and New Jersey) – purchased additional electricity generation capacity for the Region. PJM then passed the costs associated with these purchases to Load Serving Entities² (“LSEs”) such as FES, which contracted with individual customers (such as Plaintiff, Class Members, as well as non-business residential customers) to supply such customers with electricity.

¹ NERC is an acronym for the North American Electric Reliability Corporation (NERC), which is a not-for-profit international regulatory authority whose mission is to assure the reliability and security of the bulk power system in North America.

² A Load Serving Entity, such as FES, is any entity that: (a) serves end-users within the PJM geographic footprint; and (b) is granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell electric energy to end-users located within the PJM footprint.

4. Nothing in the Fixed-Rate Agreement permits FES to pass through an increase in electrical charges to its customers because of an unusually cold winter. In fact, the only weather-related provision that FES included in its Agreement was its “force majeure” clause (Agreement at ¶29), which excuses a party’s non-performance due to “flood, earthquake, storm, fire, lightning.” Notably, cold weather is not mentioned. Therefore, very cold winter weather does not provide an excuse for FES to avoid performing its obligations under the Fixed-Rate Agreement, nor does it constitute a triggering event under ¶31 of the Agreement that would allow FES to “pass through” weather-related cost increases to its customers. Instead, FES effectively experienced an increase in the market price of electricity when cold weather caused FES’s wholesale supplier to go into the marketplace to acquire additional electricity generation capacity – which is precisely the type of market fluctuation in price that FES customers protected themselves against when they enter into the fixed-price contractual arrangements reflected in the Agreement.

5. In breach of its contractual obligations, FES sent a substantively identical letter dated on or about March 12, 2014 (the “Unlawful Surcharge Letter,” copy attached as Exhibit B) to each named Plaintiff and Class Member. The Unlawful Surcharge Letter informed Class Members that FES “deemed” the increased costs that FES incurred for electrical supplies during the cold month of January 2014 to be a “Pass-Through Event” under the Fixed-Rate Agreement, and wrongfully advised Plaintiff and the Class Members that those additional charges had to be paid by the customer, rather than by FES, under the Agreement.

6. By invoicing each Plaintiff and Class Member an additional amount that FES charged for the increased market cost of procuring electricity FES had incurred due to an unusually cold January 2014, and wrongfully claiming that such additional amounts invoiced

were the result of a “Pass-Through Event,” FES breached the unambiguous terms of the Fixed-Rate Agreement.

7. Plaintiff brings this class action on behalf of the named Plaintiff and all members of the proposed plaintiff Class, which consists of all FES business customers who were wrongfully billed by FES for the additional charges identified in FES’s Unlawful Surcharge Letter, and who paid all or a portion of those charges. FES business customers who did not pay any part of the Unlawful Surcharges are excluded from the proposed Class.

8. Plaintiff, by this complaint, seeks declaratory and injunctive relief on behalf of itself and the Class in the form of an Order declaring and adjudicating that such so-called pass-through charges invoiced by FES are not owed to FES, and enjoining FES from taking any steps to collect the unlawful and improper charges. With respect to those Class Members (including Plaintiff Schwebel) who actually paid some or all of the wrongful pass-through charges to FES, Plaintiff also seeks, on behalf of itself and the Class, damages in the form of a full refund of any such charges actually paid to FES, together with interest to the maximum extent permitted by law, an award of Plaintiff’s and the Class’s attorneys’ fees, and reimbursement of Plaintiff’s and the Class’s costs and expenses of litigation in pursuing this action.

JURISDICTION

9. This Court has jurisdiction over all causes of action asserted herein pursuant to the Class Action Fairness Act, 28 U.S.C. §1332(d) because: (i) the Class has more than 100 members; (ii) the amount in controversy exceeds \$5,000,000, exclusive of interest and costs; and (iii) there is minimal diversity between proposed Class Members and Defendants.

10. Venue is proper in this District pursuant to 28 U.S.C. §1391(a)(1) and (2). Substantial acts in furtherance of the alleged improper conduct occurred in this District.

PARTIES

Plaintiff

11. Plaintiff Schwebel Baking Company (“Schwebel”) is a company incorporated under the laws of Ohio and with its principal offices located in the State of Ohio. In addition to its principal offices in Ohio, Schwebel also has facilities, operations and/or offices in the States of Pennsylvania, New York, West Virginia, and Indiana. Schwebel entered into an agreement with FES, in the form of the Fixed-Rate Agreement attached hereto as Exhibit A, whereby Plaintiff agreed to purchase and pay for its electrical supplies on a fixed-rate basis for the term of its Agreement.

Defendant

12. Defendant, FirstEnergy Solutions Corp. (“FES”), an energy generator and supplier serving residential, commercial and industrial users of electricity in multiple states including Ohio, Illinois, Michigan, Pennsylvania, Maryland, and New Jersey. It is and was at all relevant times a for-profit Ohio corporation with its principal place of business in Akron, Ohio.

GENERAL ALLEGATIONS

13. FES is an LSE and a member of the PJM RTO. At all relevant times, FES generated or procured its electricity within and subject to the rules of PJM, which coordinated the movement of wholesale electricity in each of the states in which FES operated. FES, either backed by its own generation or by contracting to purchase electricity from other generators, would then re-sell that electricity at the “retail” level to individual customers, including Plaintiff, Class Members and residential customers not included within the class definition.

14. FES is authorized to enter into direct contracts with businesses or individuals for the provision of electricity in the electricity deregulated (or quasi-deregulated) states of Ohio,

Illinois, Pennsylvania, Michigan, Maryland, and New Jersey. One type of electricity supply contract that FES offers is a fixed-rate contract for its customers who wish to have the certainty (absent special circumstances) that the rate they pay for electricity from FES will not increase over the term of the contract.

15. FES drafts the contract terms that are presented to all customers with whom they agree to supply electricity. Accordingly, all the terms of each type of FES contract – including all the terms of its Fixed-Rate Agreement – are, for the most part, identical, and all the contract terms whose interpretation is at issue in this Complaint are identical for named Plaintiff and the Class Members. Any unique provisions applicable to a particular customer are contained in a “Pricing Attachment.” In the case of the Fixed-Rate Agreements with Class Members at issue here, the “Pricing Attachment” includes the customer’s address, delivery point(s) of the electricity supply, price, and whether the customer selected “dual billing” (separate bills from FES and the relevant electric distribution utility) or consolidated billing (where FES adds the electric distribution utility’s bill to its invoice so the customer receives one bill). The provisions of the Pricing Attachment differ from customer to customer, but they are not at issue in this Complaint. A collection of Plaintiff’s Pricing Attachments is attached hereto as Exhibit C.

16. Under every Fixed-Rate Agreement, FES is obligated to provide the agreed upon electricity supply to its customer in exchange for the customer agreeing to pay for the supply of said electricity at the specified fixed rate. Moreover, under the Fixed-Rate Agreement, FES is required to pay for and bear the associated costs of all component elements of supplying electric energy to its customers, including “ancillary services, capacity, network transmission, losses, scheduling, unaccounted for energy, ISO [Independent System Operator]/Electric Utility administration fees, and green power requirements.” Exhibit A (Fixed-Rate Agreement), at ¶6.

17. The sole provision in the Fixed-Rate Agreement that permits FES to “pass through” any costs to the customer, such that the customer would have to pay more than the agreed upon amount set forth in the Pricing Attachment, is ¶31 of the Agreement. That provision provides as follows:

Effect of Regulatory Action

If any regional transmission organization [RTO] or similar entity, Electric Utility, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to the Electricity Supply under this Agreement (any of the foregoing, a “Pass-Through Event”), Customer agrees that Supplier may pass through to Customer the additional cost to Supplier of such Pass-Through Event, under the procedure specified in Paragraph 32 below. For purposes of this Paragraph 31, changes include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

18. January 2014 was an unusually cold winter month in the Midwest and East Coast regions of the United States.

19. As a result, PJM – the RTO whose rules FES is subject to, purchased additional reserve generation for the Region, and passed the costs associated with these purchases to FES and the other LSEs who, like FES, were in the business of selling electricity at the retail level to end-user customers.

20. In response to this increase in its wholesale costs, FES sent its Unlawful Surcharge Letter in March 2014. In its Unlawful Surcharge Letter, FES told Class Members as follows:

Thank you for selecting FirstEnergy Solutions as your electric generation supplier. As you know, January was an extremely cold month with temperatures reaching record lows, which resulted in a significant increase in energy consumption. In fact, PJM Interconnection – the regional transmission organization that coordinates reliability and the movement of wholesale electricity in our region – initiated emergency operations throughout the month of January.

During these periods of time, PJM incurred extremely high ancillary costs to purchase additional reserve generation needed to keep the bulk electric system reliable throughout these extreme conditions. These costs and additional charges were, in turn, invoiced by PJM to all suppliers serving customers throughout the region.

Pursuant to your agreement with FirstEnergy Solutions, these additional costs and charges are deemed a “Pass-Through Event.” As a result, the electric generation costs for the month of January for your accounts served by FirstEnergy Solutions will be adjusted through a charge which will appear as a separate line item on your bill but will not change your contract price. We anticipate the amount of the charge to be approximately 1-3 percent of your annual electric generation expenditure. . . .

See Exhibit B.

21. However, the fees for additional reserves passed from PJM to FES fell squarely within the fees that FES contracted to absorb and agreed to not pass through to its customers, and did not fall within the narrow exception for costs related to “Pass-Through Events.” Instead, the “Pass-Through Events” described in ¶31 of the Agreement relate only to “new or additional charges or requirements” imposed by an RTO, or its governmental equivalent. Higher monthly costs incurred by FES due to PJM’s need to purchase additional reserve generation arising from an unusually cold winter month – a classic example of the price of a de facto commodity increasing due to an unanticipated increase in demand and concomitant diminution of existing supply – is not a “Pass-Through Event” pursuant to ¶31 of the Agreement. To the contrary, having FES rather than the customer absorb month-to-month variances in the cost of electricity is at the very heart of what FES is required to absorb (and at the core of the “benefit of the bargain” that FES customers sought to “lock in”) under the terms of the Fixed-Rate Agreement.

22. Upon information and belief, no LSE (*i.e.*, those engaged in the same business as FES) in the states in which FES operates attempted to pass such costs along to their customers who had fixed-rate contracts, even though each LSE in these states that obtained electricity

through PJM received from PJM a higher bill for electricity for January 2014, and even though each such LSE includes a “pass-through event” clause in their fixed-rate contracts that is substantially the same to that set forth at ¶31 of FES’s Fixed-Rate Agreement.

23. FES breached the terms of the Fixed-Rate Agreement by sending Unlawful Surcharge Letters to Plaintiff and all Class Members, and by shifting (or seeking to shift) the higher costs FES incurred from PJM to its customers.

24. Plaintiff paid the “RTO Surcharge” for which FES subsequently billed it in July 2014, but subsequently advised FES in writing in October 2014 that Plaintiff had determined that the RTO Surcharge was improper and did not (as FES had claimed in the Unlawful Surcharge Letter) qualify as a “Pass-Through Event.” In accordance with ¶¶18 and 28 of the Fixed-Rate Agreement, Plaintiff has attempted in good faith to resolve the issue of FES’s unlawful pass-through surcharges (the “Unlawful Surcharges”), but has been unable to do so.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this class action on behalf of itself and all members of the proposed plaintiff Class, which consists of all FES business customers in the Region who were wrongfully billed by FES for the Unlawful Surcharges referenced in FES’s Unlawful Surcharge Letter and who paid all or a portion of the Unlawful Surcharges, and which excludes FES business customers who did not pay any part of the Unlawful Surcharges.

26. Plaintiff, by this complaint, seeks declaratory and injunctive relief on behalf of itself and the Class in the form of an Order declaring and adjudicating that such so-called pass-through charges invoiced by FES are not owed to FES, and enjoining FES from taking any steps to collect any unpaid portion of the Unlawful Surcharges (or assessing or collecting any related

late fees, penalties, interest charges or other additional fees relating to any non-payment or delayed payment of the Unlawful Surcharges).

27. Plaintiff also seeks, on behalf of itself and the Class, damages in the form of a full refund of all payments of the Unlawful Surcharges paid to FES, together with interest to the maximum extent permitted by law, an award of Plaintiff's and the Class's attorneys' fees, and reimbursement of Plaintiff's and the Class's costs and expenses of litigation in pursuing this action.

25. Plaintiff does not know the exact size of the proposed Class, or the identities of all the members, since such information is in the exclusive control of Defendant FES. On information and belief, however, Plaintiff states that the proposed Class includes hundreds to thousands of businesses. Therefore, the proposed Class Members are sufficiently numerous that joinder of all members is impracticable.

28. All members of the Class have been subject to and affected by the identical practices and policies described herein. There are questions of law and fact common to all Class Members, which predominate over any questions affecting only individual members of the Class. Those questions include, but are not limited to, the following:

- a. whether ¶31 of the Fixed-Rate Agreement (Exhibit A), which was drafted by Defendant FES, precludes FES from invoicing or otherwise passing through to its fixed-rate business customers the Unlawful Surcharges;
- b. whether such invoicing breached the Fixed-Rate Agreement;
- c. whether Plaintiff and the Class are entitled to: (i) declaratory relief declaring that FES's Unlawful Surcharges, imposed on its fixed-rate business customers based upon its Unlawful Surcharge Letter, breached the Fixed-Rate Agreement with those customers;

and (ii) injunctive relief to prevent FES from taking any steps to collect any unpaid portion of the Unlawful Surcharges (including any related late fees, penalties, interest charges or other additional fees relating to any non-payment or delayed payment of the Unlawful Surcharges);

d. whether Plaintiff and the Class are entitled to damages, and, if so, what the appropriate measure of damages is and whether (and to what extent) such Class Members are entitled to interest; and

e. whether Plaintiff and the Class are entitled to an award of attorneys' fees and/or reimbursement of their costs and expenses of this litigation.

29. The claims of the named Plaintiff are typical of the claims of the Class and do not conflict with the interests of any other members of the Class in that both Plaintiff and the other members of the Class were subject to the same wrongful practice and conduct by Defendant FES, which conduct and practice constituted a breach of Defendant FES's contractual obligations owed to its customers.

30. The named Plaintiff will fairly and adequately represent the interests of the proposed Class. It is committed to the vigorous prosecution of the Class's claims and has retained attorneys who are qualified to pursue this litigation and have particular experience in commercial class action litigation.

31. The prosecution of separate actions by individual members of the Class would create a risk of adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of other members of the Class who are not parties to the action, or could substantially impair or impede their ability to protect their interests.

32. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the

Class which would establish incompatible standards of conduct for the parties opposing the Class. Such incompatible standards and inconsistent or varying adjudications, on what would necessarily be the same essential facts, proof and legal theories, would also create and allow to exist inconsistent and incompatible rights within the Class.

33. Defendant FES has acted or refused to act on grounds generally applicable to the Class, making final declaratory or injunctive relief appropriate.

34. The questions of law and fact common to members of the Class predominate over any questions affecting only individual Class Members.

35. Notice to the proposed Class can be achieved consistent with the requirements of due process through the U.S. mail to the addresses of the Class Members, which are maintained by Defendant. Individual notice can also be supplemented via publication notice.

36. A class action is superior to other available methods for the fair and efficient adjudication of the controversies herein in that:

a. pursuit of individual claims by most Class Members is likely impractical, as the costs of pursuing separate claims in separate actions will likely far exceed what any given individual Class Member has at stake;

b. as a result, individual members of the Class have little interest in prosecuting and controlling separate actions;

c. it is desirable to concentrate litigation of the claims herein in this forum;

and

d. the proposed class action is manageable.

CAUSES OF ACTION

COUNT ONE

Declaratory Judgment

37. Plaintiff incorporates by reference the allegations contained in each of the preceding paragraphs as if fully set forth herein.

38. There exists between Plaintiff and the Class Members on the one hand, and Defendant FES on the other hand, a controversy over the interpretation of the Fixed-Rate Agreement regarding whether additional costs that FES may have incurred due to an unusually cold January 2014 (as referenced in FES's Unlawful Surcharge Letter) constituted "Pass-Through Events" whose costs could be properly passed through to Plaintiff and the Class Members under ¶31 of that Agreement.

39. Plaintiff and the members of the Class are entitled to declaratory relief pursuant to 28 U.S.C. §2201 declaring that the Fixed-Rate Agreement does not allow FES to "pass through" the PJM charges that FES incurred due to an unusually cold January 2014, and further declaring FES's invoices to Class Member customers for these Unlawful Surcharges (including any related late fees, penalties, interest charges or other additional fees relating to any non-payment or delayed payment of the Unlawful Surcharges) are null and void. Plaintiff and the members of the Class are further entitled to injunctive relief to enforce that declaration by barring Defendant FES from seeking to collect any such unpaid charges.

COUNT TWO

Breach of Contract

40. Plaintiff incorporates by reference the allegations contained in each of the preceding paragraphs as if fully set forth herein.

41. By seeking to impose on Plaintiff and members of the Class the costs that FES incurred as a result of an unusually cold January 2014, and that FES thereafter charged to Plaintiff and the Class Members as Unlawful Surcharges pursuant to the purported authority of the “Pass-Through Event” provision of ¶31 of the Fixed-Rate Agreement, Defendant FES breached its contractual obligations to Plaintiff and the members of the Class.

42. Plaintiff and all members of the Class who have paid some or all of the Unlawful Surcharges that have been unlawfully billed to them have suffered damages as a result of Defendant FES’s breach of the Fixed-Rate Agreement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant FES as follows:

- a. Certification of the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure, certifying Plaintiff Schwebel as the representative of the Class, and designating its undersigned counsel as Class Counsel for the Class;
- b. A declaration that Defendant FES has breached the Fixed-Rate Agreement;
- c. An injunction to prevent Defendant FES from taking any steps to enforce payment of its Unlawful Surcharges (including any related late fees, penalties, interest charges or other additional fees relating to any non-payment or delayed payment of the Unlawful Surcharges) by Plaintiff or any Class Members.
- d. An award of damages for breach of contract, in an amount to be determined at trial, for all “pass through” charges (including any related late fees, penalties, interest charges or other additional fees relating to any non-payment or delayed payment of the Unlawful Surcharges) improperly billed to, and subsequently paid by, Plaintiff and the members of the Class, together with interest thereon to the maximum extent permitted by law;

- e. Ordering Defendant FES to disgorge all payments and profits it wrongfully obtained at the expense of Plaintiff and the Class in connection with Defendant's breach of contract.
- f. Ordering Defendant FES to pay Plaintiff's and the Class's costs and litigation expenses of this action, including reasonable attorneys' fees and expenses; and
- g. Such other and/or further legal or equitable relief that this Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: May 8, 2017.

Respectfully submitted,

/s/ Peter Turner

Peter Turner (0028444)

Carolyn Blake (0086279)

MEYERS, ROMAN, FRIEDBERG & LEWIS

28601 Chagrin Blvd, Suite 500

Cleveland, OH 44122

Tel: (216) 831-0042

Fax: (216) 831-0542

pturner@meyersroman.com

cblake@meyersroman.com

SCOTT+SCOTT, ATTORNEYS AT LAW, LLP

Judith S. Scolnick

William C. Fredericks

The Helmsley Building

230 Park Ave., 17th Floor

New York, NY 10169

Tel: (212) 223-6444
Fax: (212) 223-6334
jscolnick@scott-scott.com
wfredericks@scott-scott.com

-and-

Geoffrey M. Johnson (0073084)
SCOTT+SCOTT, ATTORNEYS AT LAW, LLP
12434 Cedar Road, Suite 12
Cleveland Heights, OH 44106
Tel: (216) 229-6088
Fax: (860) 537-4432
gjohnson@scott-scott.com

Counsel for Plaintiff and the Proposed Class

FirstEnergy Solutions Corp.

Customer Supply Agreement

Customer Supply Agreement ("Agreement") is between FirstEnergy Solutions Corp., an Ohio corporation with its principal offices located in Akron, Ohio ("Supplier"), and CUSTOMER, a customer with its principal office located in CITY, STATE ("Customer") made effective this _____ day of _____, 2013 ("Effective Date"). Supplier and Customer are sometimes referred to individually as "Party" or collectively as "Parties."

This Agreement sets forth the terms under which the Supplier shall provide and Customer shall pay for competitive energy supply ("Electricity Supply"). In addition to the terms and conditions set forth below, additional pricing and other product information is set forth in completed pricing attachment(s), which may be in multiple parts reflecting different service addresses and/or time periods ("Pricing Attachment") and executed by the Parties from time to time, all of which are incorporated herein by reference. Customer hereby authorizes Supplier to become Customer's Electricity Supplier for the Term of this Agreement.

Now therefore, for good and sufficient consideration the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

Term of Agreement:

1. This Agreement shall commence on the Effective Date and shall remain in effect until the meter reading date in the latest End Month as set forth in any executed Pricing Attachment(s) ("Term"), unless terminated earlier by either Party as expressly permitted by this Agreement. Electricity Supply from Supplier to Customer under this Agreement shall commence on the date the local electric distribution utility ("Electric Utility") switches the Customer to Supplier for Electricity Supply. The earliest date that Customer could be switched is upon its meter read date that occurs during the month listed on the Pricing Attachment as the "First Commencement Month" ("First Commencement Month").
2. During the Term, if Customer intends to voluntarily terminate service with its Electric Utility at one or more of its individual service address(es), listed on the Pricing Attachment, with the Electric Utility, Customer shall provide Supplier with at least sixty (60) days advance written notice of such termination. As long as notice has been given, such termination of an individual Service Address will not constitute default. This paragraph does not provide for a termination for convenience nor does it apply to disconnections by the Electric Utility for nonpayment, fraud, or similar reasons.
3. If Supplier and Customer wish to add an individual service address(es) to the Pricing Attachment or enter into a new Pricing Attachment for an existing service address, Supplier and Customer must execute a mutually agreeable amendment to this Agreement, which may include changes to price, terms, and conditions, and which may be in the form of a new Pricing Attachment.
4. Expiration or termination of this Agreement for any reason shall not relieve either Party of any obligation that arose prior to such expiration or termination, or performance of any obligation under this Agreement that by its terms survives such expiration or termination.
5. The Parties agree that the Electric Utility determines when the Customer will be switched to Supplier for its Electricity Supply, and that such switch will occur in accordance with the Electric Utility's rules and practices regarding the switching of customers to suppliers, and that Supplier has no liability related to the date upon which the Electric Utility determines to switch the Customer. The First Commencement Month set forth on the Pricing Attachment is only an estimate of the expected month when Customer may be switched by the Electric Utility, on its regularly scheduled meter read date, to Supplier for Electricity Supply. Supplier reserves the right to reprice the Electricity Supply with respect to the Service Address(es) for which Customer's switch to Supplier did not occur during the First Commencement Month. If Supplier elects to reprice, Supplier will notify Customer in writing of the new price. Customer must accept or reject such new price within ten (10) days of notice from Supplier. If Customer rejects, the Agreement with respect to the affected Service Address(es) is terminated without cost or penalty to either Party. If Customer



accepts, or does not respond within the ten (10) day period, the Agreement with respect to the affected Service Address(es) shall remain in full force and effect utilizing the new price.

Supplier Electricity Supply Obligations:

6. Supplier shall provide for the delivery of Electricity Supply to the Delivery Point, as defined below, and shall be responsible for the transmission and other costs or charges, as described below, imposed on or associated with the delivery of the electricity to the Delivery Point. The delivery point is defined as the electric system interconnection of the Customer's Electric Utility where the Electric Utility takes possession of the electricity from Supplier for delivery to the Customer ("Delivery Point"). Supplier agrees to provide those components of Electricity Supply necessary to satisfy the requirements of the Customer's Electric Utility and/or Independent System Operator/regional transmission entity ("ISO") according to the rules, regulations, and tariffs governing Electricity Supply from an alternative supplier in place on the Effective Date ("Full Requirements Service"). These components may include electric energy, ancillary services, capacity, network transmission, losses, scheduling, unaccounted for energy, ISO/ Electric Utility administration fees, and green power requirements. Changes to such existing requirements, and charges related thereto, are addressed in and subject to paragraphs 31 and 32, below.

Customer Obligations:

7. Customer agrees to purchase Full Requirements Service for all service addresses listed on the Pricing Attachment(s) at the price listed thereon for the Term in accordance with the terms and conditions of this Agreement. Should Customer i) install and operate cogeneration, ii) self generate, or iii) obtain generation from another entity, any of which changes Customer's electric load characteristics as compared to their historical load characteristics, Customer shall immediately advise Supplier of such load change and Supplier, at its option, may adjust Customer's Electric Supply pricing and billing accordingly.

8. Customer is responsible for all costs and expenses of its electricity usage not covered in paragraph 6 above, including without limitation, any applicable competitive transition charges or similar charges.

9. Customer is responsible for providing Supplier with accurate information, including but not limited to, Customer's account/customer number, data about meter reading, type of meter, service or rate classification, and electric usage prior to pricing the Electricity Supply.

10. Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. Upon termination of this Agreement, if Customer has not selected another supplier, Customer will be returned to the Electric Utility's standard offer service.

Metering:

11. Metering of Customer's electricity usage shall be performed by the Electric Utility through Electric Utility meters. Billing for Electricity Supply, whether billed by Supplier ("Dual Billing") or the Electric Utility ("Consolidated Billing"), will be based on Electric Utility actual or estimated meter readings (including any Electric Utility adjustments thereto) performed by the Electric Utility in accordance with the Electric Utility retail electric service tariff. Customer hereby consents to Supplier's access to any and all Customer information for purposes of fulfilling its obligations under this Agreement, including, without limitation, metered data, passwords, billing and/or other information necessary for scheduling, forecasting and serving Customer's electrical load and usage.

12. If the Electric Utility requires Customer to install additional metering and/or related equipment at any service address, Customer will be solely responsible for all charges and arrangements required by the Electric Utility.

13. Supplier, at its expense, shall have the right to install and remove special metering at any service address(es) with at least thirty (30) days notice to the Customer at a mutually agreeable time and location. Such metering shall remain the property of Supplier. Supplier, upon termination of this Agreement, will restore the metering site to its pre-existing condition.

Billing and Payment:

14. The Parties agree that this Agreement is not enforceable without a completed Pricing Attachment(s).

15. Supplier shall bill or cause Customer to be billed for Electricity Supply in accordance with the terms and conditions of this Agreement. Supplier may correct bills due to errors made in the meter reading information or billing process.

16. Under Consolidated Billing, the Customer shall be billed and agrees to pay for Electricity Supply in accordance with the Electric Utility's tariff, which includes, without limitation, when payment is due and late payment charges.

17. Under Dual Billing, Supplier will separately bill Customer for Electricity Supply after receiving monthly billing determinants from the Electric Utility, subject to any Electric Utility estimates or corrected readings. Invoices are due and payable upon receipt. The final date for payment of the net amount as shown on the invoice is twenty-one (21) days from the invoice date ("Due Date"). Payments not received by Supplier by the Due Date shall be subject to a late payment charge of 1.5% per month or the maximum amount permitted by law, whichever is less, on the unpaid amount. If requested by Supplier and if Customer is reasonably able, Customer shall utilize Supplier's electronic invoice presentment and payment program to receive invoices and submit payment.

18. In the event any portion of any invoice is in dispute, the Customer shall pay the undisputed amount and Parties in good faith shall attempt to resolve the dispute. If the dispute is not resolved, each Party may pursue any and all remedies available to it. Upon resolution and determination of the correct invoice amount, the proper adjustment shall either be applied to a subsequent invoice or separately paid/refunded within thirty (30) days of the resolution.

19. Under Dual Billing, Supplier shall have the right to estimate usage for purposes of billing provided that a reconciliation between actual and estimated usage occurs within sixty (60) days of the receipt by Supplier of actual billing determinants.

20. Supplier reserves the right to convert Customer from Consolidated Billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections, and/or payment.

21. Under Dual Billing, a check received in payment of a Customer's account which is returned to Supplier unpaid by the Customer's bank and which cannot be redeposited by Supplier for payment will result in an additional \$25 charge or the maximum permitted by law, whichever is less, for the returned check. Such charge will be added to the Customer's account balance.

Creditworthiness:

22. Supplier may request that Customer provide financial information sufficient for Supplier to complete a credit review prior to providing the services hereunder. If, at any time during the term of this Agreement, Supplier has reasonable concerns about the creditworthiness of Customer, Supplier will provide Customer with written notice of its reasonable concern as to Customer's creditworthiness. Supplier and Customer shall meet within five (5) business days or as soon as reasonably possible to discuss Customer's creditworthiness. If Supplier is not satisfied regarding Customer's continued ability to perform following such meeting and review, Supplier may require that Customer provide reasonable credit assurance(s), in an amount determined by and a form acceptable to Supplier in a commercially reasonable manner including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty. If such credit assurance(s) is not provided within seven (7) days of being requested by Supplier, then such failure shall be deemed a default under this Agreement and Supplier may terminate this Agreement without any additional notice.

23. If a deposit or escrow account has been provided, then Supplier shall have the right to apply the deposit amount to an arrearage amount due and owing by the Customer for Electricity Supply under this Agreement and all other purposes permitted by law or agreement of the Parties.

Default & Remedies:

24. A Party shall be in "Default" upon:

24a Such Party failing to perform any material term or condition of this Agreement, provided that such failure is not cured within fifteen (15) business days of written notice by the other Party or the minimum period required by law, if longer.

24b Failure of Customer to pay undisputed amounts when due for Electricity Supply provided that such failure is not cured within ten (10) business days of written notice by Supplier or the minimum period required by law, if longer. The

remedy for such nonpayment will require Customer to pay all undisputed amounts due and Supplier may require Customer to provide Supplier with an escrow account, deposit, letter of credit, pre-payment or other guarantee of future payment.

24c Failure of Supplier to provide Electricity Supply to the Customer in accordance with the rules of the applicable public utility regulatory commission, as such failure is determined by that agency.

24d Either Party or its Guarantors voluntarily or involuntarily filing for bankruptcy, becoming bankrupt or being forced into bankruptcy.

24e Such Party's Guarantor fails to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) business days after written notice.

24f Such Party's Guarantor repudiates, disaffirms, disclaims, or rejects, in whole or in part, or challenges the validity of any guaranty.

25. In the event of default by one Party, the other Party may in its sole discretion terminate this Agreement upon written notice to the defaulting Party as soon as such termination is permitted consistent with state and Electric Utility rules, orders, and tariffs.

26. In the event of Default by the Customer and termination of this Agreement by Supplier as to any service address, Customer shall pay Supplier any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the contract value for the Term of Customer's Electricity Supply at the time of execution of the applicable Pricing Attachment, less the market value of said Electricity Supply including such difference for the months remaining in the Term as determined at the time of the default using standard industry practices.

27. In the event of a default by the Supplier that requires Customer to purchase replacement electricity from another supplier or the Electric Utility, Customer's sole and exclusive remedy shall be direct damages in the amount of the positive difference, if any, between the purchase price (\$/kWh) paid by Customer for replacement electricity (assuming that Customer has used commercially reasonable efforts to replace the electricity) and the price (\$/kWh) as set forth on the Pricing Attachment multiplied by the amount of Customer's electricity usage (kWh) for the months of the prior year that correspond to the months remaining in the Term for that service address, or if such prior usage information is unavailable, a mutually agreeable estimate of Customer's expected usage for the remainder of the Term.

DISPUTE RESOLUTION

28. If a dispute between Customer and Supplier arises during the course of this Agreement, the Parties will attempt to resolve the dispute in good faith within thirty (30) days.

FORCE MAJEURE

29. No Party shall be considered to be in default in the performance of any of the obligations hereunder if failure of performance shall be due to uncontrollable forces. "Force Majeure" shall mean any cause beyond reasonable control of the Party affected, despite exercising due diligence. Force Majeure shall include, but not be limited to the failure of facilities, actions or the failure to act of regulatory agencies, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor dispute, sabotage, restraint by Court order or public authority, or inability to obtain necessary approvals, licenses or permits. Nothing herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement.

30. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure, such Party shall promptly provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure shall endeavor, to the extent reasonable, to remove the obstacles that prevent performance and shall resume performance of its obligations as soon as reasonably practicable.

EFFECT OF REGULATORY ACTION

31. If any regional transmission organization or similar entity, Electric Utility, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to the Electricity Supply under this Agreement (any of the foregoing, a "Pass-Through Event"), Customer agrees that Supplier may pass through to Customer the additional cost to Supplier of such Pass-Through Event, under the procedure specified in Paragraph 32 below. For purposes of this Paragraph 31, changes include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

32. Supplier shall provide Customer with at least thirty (30) days written notice that a Pass-Through Event has occurred or will occur and the amount of any additional charge related thereto. Customer will be responsible for such charges from the effective date of the Pass-Through Event, and the amount of such charge will be included in Customer's monthly billing beginning with the first meter read after such thirty (30) day notice period.

CONFIDENTIALITY

33. Except as provided for herein, neither Party shall disclose the terms or conditions of this Agreement or any other confidential business information of the other party to any third party (other than the Party's employees, affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding. However, each Party shall, to the extent practicable, provide thirty (30) days notice to the other Party of the request/order and use reasonable efforts to prevent or limit the disclosure.

ASSIGNMENT

34. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder): (i) transfer or assign this Agreement to an affiliate of such Party, or (ii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets. In each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and shall provide written notice of the assignment to the other Party prior to or simultaneous with such assignment.

ENTIRE AGREEMENT & AMENDMENTS

35. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, communications, and representations regarding the subject matter hereof. No agent, representative, employee, or officer of either Party has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. Any changes, corrections, modifications or additions to this Agreement shall be in writing and signed by both Parties.

MISCELLANEOUS

36. Should any term of this Agreement be rendered unlawful by a court of competent jurisdiction or any legislative act, the Parties shall give effect to the balance of the Agreement to the extent commercially possible.

37. Each Party shall comply with all applicable federal, state, and local laws applicable to the fulfillment of its obligations under this Agreement and Supplier shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligations under this Agreement.

38. In addition to the energy charges identified in the Pricing Attachment, Customer agrees to compensate Supplier for all Independent System Operator ("ISO")/ Regional Transmission Organization ("RTO") issued charges Supplier incurs as a result of Customer's participation in any ISO/RTO sponsored load curtailment program.

39. Customer agrees to opt-out of any applicable governmental aggregation program, and authorizes, but does not obligate, Supplier to exercise Customer's opt-out right.

40. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of Ohio, without regard to principles of conflicts of law.

41. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

SUPPLIER REPRESENTATIONS AND WARRANTIES

42. Supplier is a corporation duly organized and validly existing under the laws of the State of Ohio and duly registered and authorized to do business and in good standing in the states in which it is certified/licensed to provide Electricity Supply in accordance with the applicable rules and regulations of that state.

43. Supplier has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder and satisfaction of all applicable FERC requirements, which shall be maintained throughout the life of this Agreement.

44. Supplier warrants title and the right to all Electricity Supply sold hereunder. Title to Electricity Supply provided to Customer by Supplier under this Agreement shall pass at the Delivery Point. THE WARRANTIES SET FORTH IN HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

CUSTOMER REPRESENTATIONS AND WARRANTIES

45. Customer is a duly organized business, governmental entity, or non profit organization under the laws of one of the States of the United States of America and authorized to do business and in good standing in the State in which the Electricity Supply is delivered.

46. Customer has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder.

47. There are no actions at law, suits in equity, proceedings or claims pending or, to Customer's knowledge, threatened against it that might materially hinder Customer's performance of its obligations hereunder.

LIABILITY AND INDEMNIFICATION

48. Supplier agrees to indemnify, defend and hold harmless Customer from and against all Claims arising from or out of any event, circumstance, act, or incident first occurring or existing prior to the Electricity Supply reaching the Delivery Point, except to the extent of the negligence or willful misconduct of the Customer. Customer agrees to indemnify, defend and hold harmless Supplier from and against all Claims arising from or out of any event, circumstance, act, or incident first occurring or existing after the Electricity Supply has been delivered to the Delivery Point, except to the extent of the negligence or willful misconduct of the Supplier. For purposes of this paragraph, "Claims" means all third party claims or actions, losses or liabilities threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of this Agreement, and the resulting losses, damages, expenses, attorneys' fees and litigation costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

49. Neither Party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise.

50. Supplier assumes no responsibility and has no liability for the operation, maintenance, or performance, or lack thereof, of any transmission or distribution systems used to supply Customer, or interruptions in or deterioration or termination of Customer's electric service, both before and after the Delivery Point. Customer should contact its Electric Utility in the event of an emergency or outage.

NOTICES

51. All notices required hereunder, with the exception of any notice required on the Pricing Attachment, shall be in writing and shall be delivered electronically via facsimile, website, or email, or personally, by certified mail, return receipt requested, or by overnight carrier as listed on the attached Contact Information Form, which is attached hereto and incorporated herein. Emergency contact information shall also be included on such Form.

INFORMATION DISCLOSURE

52. Customer agrees and hereby expressly consents to the disclosure of its proprietary customer information from the Electric Utility to Supplier, such information to include, without limitation, Customer account number, electrical load and usage history, meter reading data, rate classification, address, and telephone number. This Customer consent to release of information shall remain in effect for the duration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done commencing on the Effective Date as set forth above.

FIRSTENERGY SOLUTIONS CORP.

CUSTOMER

By: _____

(Please print name)

By: _____

(Please print name)

Title: _____
(Sales Department)

Title: _____

Date: _____

Date: _____

FIRSTENERGY SOLUTIONS CORP.
Contract Administrator

By: _____

(Please print name)

Title: _____

Date: _____

EXHIBIT A – LETTER FROM FES



341 White Pond Drive
Akron, Ohio 44320

Date

Contact Name
Address 1
Address 2
City, State ZIP

Re: RTO Expense Surcharge

Dear Contact Name:

Thank you for selecting FirstEnergy Solutions as your electric generation supplier. As you know, January was an extremely cold month with temperatures reaching record lows, which resulted in a significant increase in energy consumption. In fact, PJM Interconnection – the regional transmission organization that coordinates reliability and the movement of wholesale electricity in our region – initiated emergency operations throughout the month of January.

During these periods of time, PJM incurred extremely high ancillary costs to purchase additional reserve generation needed to keep the bulk electric system reliable throughout these extreme conditions. These costs and additional charges were, in turn, invoiced by PJM to all suppliers serving customers throughout the region.

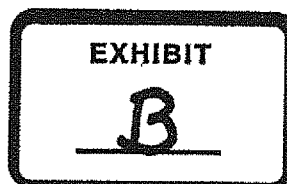
Pursuant to your agreement with FirstEnergy Solutions, these additional costs and charges are deemed a "Pass-Through Event." As a result, the electric generation costs for the month of January for your accounts served by FirstEnergy Solutions will be adjusted through a charge which will appear as a separate line item on your bill but will not change your contract price. We anticipate the amount of the charge to be approximately 1-3 percent of your annual electric generation expenditure. If your electric generation supply charges are billed by your electric utility, the charge will be reflected in bills rendered after June 1, 2014. If your electric generation supply charges are billed directly by FirstEnergy Solutions, the charge will be reflected in bills rendered after April 15, 2014. The charge appearing in your bill will be based upon your actual usage for the month of January.

This letter does not require you to take any action. This is simply a notification of this Pass-Through Event and that the additional costs and charges will be reflected in future electric bills.

If you have any questions or concerns regarding your charges or this notice, please feel free to visit our website at www.fes.com/RTOexpenseCI. Thank you once again for selecting FirstEnergy Solutions. We appreciate your business and look forward to being your electric generation supplier in the years ahead.

Sincerely,

FirstEnergy Solutions Customer Care



E003020

Ohio
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07.09



Fixed Price Pricing Attachment

This Pricing Attachment is entered into on this 26th day of January, 2012 by and between FirstEnergy Solutions Corp., an Ohio corporation with its principal office location in Akron, Ohio ("Supplier"), and Schwebel Baking Co., a Company with its principal office located in Youngstown, OH ("Customer") and are hereby incorporated into the Customer Supply Agreement ("Agreement") dated 16th day of September, 2009 ("Effective Date").

Customer Name: Schwebel Baking Co.
Billing Address: P.O. Box 6018
City: Youngstown State: OH Zip Code: 44501
Customer hereby acknowledges that it will be receiving Consolidated Billing from the Electric Utility.

- 1.0 All applicable taxes shall be listed separately on the monthly invoice if required by State and Local tax law
- 2.0 Fixed Price: For the billing months listed on this Pricing Attachment, all kilowatt-hours ("kWh") of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified.
- 3.0 Enrollment Chart:

Service Address	Electric Utility Account Number	Meter Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter-Read Date	Pricing cents / kWh
965 East Midlothian Blvd	08004940520000989412	721232870	OE	GP	Yes	05/12	05/14	5/14/2012	█
1950 Newberry St	08018484450000235630	825941233	OE	GSU	Yes	05/12	05/14	5/11/2012	█

* First Commencement Month ("FCM")

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

FirstEnergy Solutions Corp.
(Both FES Signatures Required)

By: Samuel R. Wolfe
 Print: Samuel R. Wolfe
 Title: Key Account Executive
 Date: 1/26/12
 FES Contracts: Richard M. ... Date: 1/30/12

Schwebel Baking Co.

By: James C. Hulten
 Print: JAMES C. HULTEN
 Title: DIRECTOR OF PURCHASING
 Date: JAN. 26, 2012

OH License No. 00-011(2)



R 42226



E 003020

Ohio
Version 09.09Contact Information Form

Form of Notice for the Customer Supply Agreement between FirstEnergy Solutions Corp ("Supplier") and Schwebel Baking Co. ("Customer") effective on this 16th day of September, 2009 ("Effective Date")

	Customer: All Normal Notices	
	Schwebel Baking Co.	
	Attention: James C. Hulten	
	Po Box 6018	
	Youngstown, OH 44501	
	Telephone: 330-783-2860 x6035	
	FAX: 330-782-1774	
Email: hultenj@schwebels.com		
Supplier Sales Representative		Customer's Representative
Samuel Wolfe		Schwebel Baking Co.
FirstEnergy Solutions Corp.		Attention:
341 White Pond		Address 1
Akron, Ohio 44320		Address 2
Telephone: 614-389-3706		Telephone:
FAX: 330-436-1906		FAX:
Email: srwolfe@firstenergycorp.com		Email:
Supplier Accounting Representative		Customer's Accounting Representative (optional)
FirstEnergy Solutions Corp.		Schwebel Baking Co.
Attention: Accounting Department		Attention:
341 White Pond		Address 1
Akron, Ohio 44320		Address 2
Telephone: 1-888-254-6359		Telephone:
FAX: (330) 436-1903		FAX:
Email: firstchoice@FES.com		Email:
Distribution Service Numbers:		Emergency: Other:
Ohio Edison	(800) 544-4877	(800) 633-4766
Cleveland Electric Illuminating	(800) 544-4877	(800) 589-3101
Toledo Edison	(800) 544-4877	(800) 447-3333
Cincinnati Gas and Electric	(800) 543-5599	
Public Utilities Commission of Ohio		(800) 686-7826
Supplier Tax Identification Number: 31-1560186	Customer Tax Identification Number:	
Supplier DUNS Number: 19-247-2751	Customer DUNS Number: 004170130	

Customer should contact the above referenced Electric Utility to report a service outage or downed wire or other emergency situation. This Contact Information Form is made part of the Customer Supply Agreement dated the 16th day of September, 2009 and is incorporated herein by reference.

MAY. 15. 2013 1:14PM

330-782-1774

NO. 508 P. 3

OHIO-CEI
FIXED
02.13
05-14-01-1



Fixed Price Pricing Attachment

This Pricing Attachment is entered into on this 15th day of May, 2013 by and between FirstEnergy Solutions Corp., an Ohio corporation with its principal office location in Akron, Ohio ("Supplier"), and Schwebel Baking Co., a customer with its principal office located in Youngstown, OH ("Customer") and are hereby incorporated into the Customer Supply Agreement ("Agreement") dated the 16th day of September, 2009 ("Effective Date").

Customer Name: Schwebel Baking Co.

Billing Address: PO Box 6018 / Youngstown OH 44501-6018

Customer hereby acknowledges that it will be receiving Consolidated Billing from the Electric Utility.

- 1.0 All applicable taxes shall be listed separately on the monthly invoice if required by state and local tax law. Taxes may be altered periodically in accordance with state and local requirements.
- 2.0 Fixed Price: For the billing months listed on this Pricing Attachment, all kilowatt-hours ("kWh") of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified.
- 3.0 Enrollment Chart:

Service Address	Electric Utility Account Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date	Pricing cents / kWh
7578 TYLER BLVD	08004940521190001792	CEI	GS	No	06/13	12/14	06/05/2013	
6250 Camp Industrial Rd	08004940521370000759	CBI	GSU	No	06/13	12/14	06/01/2013	
345 E 200th St	08004940521750022674	CBI	GS	No	06/13	12/14	06/03/2013	
2712 W Prospect Rd	08004940521930046079	CEI	GS	No	06/13	12/14	06/05/2013	
22626 Royalton Rd	08004940521980092848	CEI	GS	No	06/13	12/14	06/06/2013	

* First Commencement Month ("FCM")

- 4.0 Pricing Attachment will automatically renew on a month to month basis until terminated by either Party on 30 days' prior written notice at a price per kWh as determined by Supplier on a monthly basis that will include the then current market based price for energy plus all other costs, charges, fees, and taxes.

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

FirstEnergy Solutions Corp.
(Both FES Signatures Required)

By: [Signature]

Print: Matt Manot

Title: Channel Account Manager

Date: 5/16/13

Schwebel Baking Co.

By: James C. Hulten

Print: JAMES C. HULTEN

Title: V.P. - PURCHASING

Date: 5/15/2013

FES Contracts: _____ Date: _____

For Sam Wolfe

MAY. 15. 2013 1:13PM

330-782-1774

NO. 508 P. 2

SA 32818

OHIO-OE
FIXED
02.13
05-13-01-1



Fixed Price Pricing Attachment

This Pricing Attachment is entered into on this 15 day of May, 2013 by and between FirstEnergy Solutions Corp., an Ohio corporation with its principal office location in Akron, Ohio ("Supplier"), and Schwebel Baking Co., a customer with its principal office located in Youngstown, OH ("Customer") and are hereby incorporated into the Customer Supply Agreement ("Agreement") dated the 16th day of September, 2009 ("Effective Date").

Customer Name: Schwebel Baking Co.
Billing Address: PO Box 6018 / Youngstown OH 44501-6018
Customer hereby acknowledges that it will be receiving Consolidated Billing from the Electric Utility.

- 1.0 All applicable taxes shall be listed separately on the monthly invoice if required by state and local tax law. Taxes may be altered periodically in accordance with state and local requirements.
- 2.0 Fixed Price: For the billing months listed on this Pricing Attachment, all kilowatt-hours ("kWh") of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified.
- 3.0 Enrollment Chart:

Service Address	Electric Utility Account Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date	Pricing cents / kWh
5075 Pearl Ave	08004940520000660570	OE	GS	No	06/13	12/14	06/13/2013	█ /
2139 Stumbo Rd	08004940520000783325	OE	GS	No	06/13	12/14	06/17/2013	█ /
1158 E Market St	08004940520000947970	OE	GS	No	06/13	12/14	06/19/2013	█ /
920 E Midlothian Blvd	08004940520000992238	OE	GS	No	06/13	12/14	06/17/2013	█ /
PO BOX 6018	08004940520000992239	OE	GS	No	06/13	12/14	06/17/2013	█ /
936 Youngstown Poland Rd	08004940520001035601	OE	GS	No	06/13	12/14	06/12/2013	█ /
3800 Mahoning Ave	08004940520001075329	OE	GS	No	06/13	12/14	06/01/2013	█ /

* First Commencement Month ("FCM")

- 4.0 Pricing Attachment will automatically renew on a month to month basis until terminated by either Party on 30 days' prior written notice at a price per kWh as determined by Supplier on a monthly basis that will include the then current market based price for energy plus all other costs, charges, fees, and taxes.

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

FirstEnergy Solutions Corp.
(Both FES Signatures Required)

By: [Signature]
Print: Dea Fitch
Title: Acct. Exe.
Date: 5/15/13

[Signature]

FES Contracts: _____ Date: 5/21/2013

For: Sam Wolfe

Schwebel Baking Co.

By: James C. Hulsten
Print: JAMES C. HULSTEN
Title: V.P. - PURCHASING
Date: 5/15/2013

[Signature]
Barbara J. Stone
Assoc Business Analyst

MAY 21 2013

OH License No. 00-011(2)

AUG. 23. 2013 1:34PM

330-782-1774

NO. 638 P. 2

SA 31897

OHIO-AEP
FIXED
02.13
05-17-01-1



Fixed Price Pricing Attachment

This Pricing Attachment is entered into on this 23 day of August, 2013 by and between FirstEnergy Solutions Corp., an Ohio corporation with its principal office location in Akron, Ohio ("Supplier"), and Schwebel Baking Co., a customer with its principal office located in Youngstown, OH ("Customer") and are hereby incorporated into the Customer Supply Agreement ("Agreement") dated the 16th day of September, 2009 ("Effective Date").

Customer Name: Schwebel Baking Co.

Billing Address: PO Box 6018 / Youngstown OH 44501-6018

Customer hereby elects Consolidated Billing by the Electric Utility or Dual Billing from Supplier.

If Customer elects Dual Billing, please choose one of the following:

Individual bills per account, to be sent to the Billing Address.

Individual bills per account, to be sent to the respective Service Address.

1.0 All applicable taxes shall be listed separately on the monthly invoice in accordance with state and local tax law. Taxes may be altered periodically in accordance with state and local requirements.

2.0 **Fixed Price:** For the billing months listed on this Fixed Price Pricing Attachment ("Pricing Attachment"), all kilowatt-hours ("kWh") of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified. The Parties acknowledge that the Pricing contained in this Pricing Attachment is based upon the assumption that Customer will be receiving PJM RPM priced capacity for the electric load covered by this Pricing Attachment. The Parties agree that should the Customer not receive PJM RPM priced capacity, Supplier shall have the option, in its sole discretion, to terminate or modify this Pricing Attachment without liability, upon 10 days written notice, and in the case of termination, return Customer to Electric Utility's standard service offer ("SSO"), and in the case of modification, Supplier has the right to increase the pricing to an amount equivalent to the Electric Utility's SSO price or Price to Compare ("PTC"). Additionally, at the conclusion (final commission Order) of the AEP's ESP cases before the Public Utilities Commission of Ohio (PUCO Case Nos. 11-0346-EL-SSO and 11-0348-EL-SSO, et al), Supplier shall have a separate onetime option, to be exercised within 30 days of the filing of final tariffs by Electric Utility as Ordered in such case, to either (1) return any account(s) listed in the below Enrollment Chart to the Electric Utility's SSO offer without incurring any default charges from Customer provided that the SSO estimated by-passable charges, or PTC, is lower than the Pricing contained in the Enrollment Chart for the account(s); or (2) decrease Pricing to match Customer's estimated PTC for each such account listed in the Enrollment Chart below for the remaining term for each Customer account. The PTC shall be based on (i) the same 12 months of billing data used by the Supplier to set the Pricing and (ii) the Electric Utility rates in effect as of the beginning of the ESP (expected to be August 8, 2012).

3.0 Enrollment Chart:

Service Address	Electric Utility Account Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date	Pricing cents / kWh
4485 Reynolds Dr	00040621069321581	CS	GS-2	No	01/14	01/15	12/12/2013	
6960 Tussing Rd	00040621080657492	CS	GS-2	No	01/14	01/15	12/09/2013	
3730 13th St SW	00140060769519515	OP	GS-3	No	01/14	01/15	12/19/2013	
121 O'Neill Dr	00140060787982133	OP	GS-3	Yes	01/14	01/15	12/19/2013	
8277 Georgetown Rd	00140060795238751	OP	GS-1	No	01/14	01/15	12/10/2013	

* First Commencement Month ("FCM")

AUG. 23. 2013 1:35PM 330-782-1774

NO. 638 P. 3

OHIO-AEP
FIXED
02.13
05-17-01-1

- 4.0 Pricing Attachment will automatically renew on a month to month basis until terminated by either Party on 30 days' prior written notice at a price per kWh as determined by Supplier on a monthly basis that will include the then current market based price for energy plus all other costs, charges, fees, and taxes.
- 5.0 Customer hereby pre-authorizes Supplier to exercise its right to terminate the agreement in accordance with paragraph 2.0 above.

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

FirstEnergy Solutions Corp.
(Both FES Signatures Required)

Schwebel Baking Co.

By: [Signature]
 Print: Evan M Ford
 Title: Channel Manager
 Date: 8-23-2013

By: James C. Hulten
 Print: JAMES C. HULTEN
 Title: V.P. - PURCHASING
 Date: 8/23/2013

FES Contracts: Darwin Jones Date: 8/27/2013

- For Sam Wolfe

National
Assoc Busi...

Account	Contract	Start	End	Rate	Notes
1000	1000	10/1/12	9/30/13	100.00	
1000	1000	10/1/12	9/30/13	100.00	
1000	1000	10/1/12	9/30/13	100.00	
1000	1000	10/1/12	9/30/13	100.00	
1000	1000	10/1/12	9/30/13	100.00	
1000	1000	10/1/12	9/30/13	100.00	
1000	1000	10/1/12	9/30/13	100.00	
1000	1000	10/1/12	9/30/13	100.00	
1000	1000	10/1/12	9/30/13	100.00	
1000	1000	10/1/12	9/30/13	100.00	

JS 44 (Rev. 08/16)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS Schwebel Baking Company 965 East Midlothian Blvd. Youngstown, OH 44502</p> <p>(b) County of Residence of First Listed Plaintiff <u>Mahoning</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Peter Turner, Esq. (0028444) - Meyers Roman Friedberg & Lewis 28601 Chagrin Blvd., Suite 500, Cleveland, OH 44122 (216) 831-0042 - pturner@meyersroman.com</p>	<p>DEFENDANTS FirstEnergy Solutions Corp. -c/o CT Corporation System 4400 Easton Commons Ways, Ste 125 Columbus, OH 43219</p> <p>County of Residence of First Listed Defendant <u>Franklin</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <p><i>(For Diversity Cases Only)</i></p> <table style="width: 100%;"> <tr> <td style="width: 25%;">Citizen of This State</td> <td style="width: 10%;"><input type="checkbox"/> 1</td> <td style="width: 25%;">Incorporated or Principal Place of Business In This State</td> <td style="width: 10%;"><input type="checkbox"/> 1</td> <td style="width: 10%;"><input checked="" type="checkbox"/> 4</td> <td style="width: 10%;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

[Click here for: Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
			<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 930 Constitutionality of State Statutes
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
CAFA of 2005, 28 USC §1332(d)

Brief description of cause:
Class action-Breach of Contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 05/08/2017 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

I. Civil Categories: (Please check one category only).

- 1. General Civil
- 2. Administrative Review/Social Security
- 3. Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE:

CASE NUMBER:

II. **RELATED OR REFILED CASES.** See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action is RELATED to another PENDING civil case. This action is REFILED pursuant to LR 3.1.

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule 3.8, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county
COUNTY: Mahoning

Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.
COUNTY: Franklin

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.
COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

- AKRON
- CLEVELAND
- YOUNGSTOWN

(Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)
(Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)
(Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

- TOLEDO

(Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FirstEnergy Solutions Corp. Named in Breach of Contract Class Action](#)
