25

FILE

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Consolidated Duke Energy, Ohio, Inc.,	)	Case Nos. 03-93-EL-ATA
Rate Stabilization Plan Remand, and	)	03-2079-EL-AAM
Rider Adjustment Cases	)	03-2080-EL-ATA
Procedures for Capital Investment in its	)	03-2081-EL-AAM
Electric Transmission And Distribution	)	05-724-EL-UNC
System And to Establish a Capital	)	05-725-EL-UNC
Investment Reliability Rider to be	)	06-1068-El-UNC
Effective After the Market Development	)	06-1069-EL-UNC
Period	)	06-1085-EL-UNC

REPLY POST-HEARING BRIEF OF THE OHIO MARKETERS GROUP

PUBLIC VERSION

April 24, 2007

TABLE OF CONTENTS

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Consolidated Duke Energy, Ohio, Inc.,	)	Case Nos. 03-93-EL-ATA
Rate Stabilization Plan Remand, and	)	03-2079-EL-AAM
Rider Adjustment Cases	)	03-2080-EL-ATA
Procedures for Capital Investment in its	)	03-2081-EL-AAM
Electric Transmission And Distribution	)	05-724-EL-UNC
System And to Establish a Capital	)	05-725-EL-UNC
Investment Reliability Rider to be	)	06-1068-El-UNC
Effective After the Market Development	)	06-1069-EL-UNC
Period	)	06-1085-EL-UNC

REPLY POST-HEARING BRIEF OF THE OHIO MARKETERS GROUP

I. INTRODUCTION

Seven Initial Merit Briefs were filed in the matter at bar. Four of the briefs, representing the positions of Duke Energy Ohio formerly known as Cincinnati Gas and Electric Company ("Duke/CG&E"), Duke Energy Retail Sales LLC ("DERS") Cinergy Corporation ("Cinergy Corp.") (together referred to as "DERS/Cinergy Corp", the Ohio Energy Group ("OEG"), and the Staff of the Commission seek findings of law and fact that support the November 23, 2004 Entry on Rehearing and affirm the tariffs put in place based upon that Entry.[1] In addition, Duke/CG&E, DERS and the OEG ask the Commission to refrain from any further examination of or action taken regarding the Side Agreements.[2] Three of the Initial Merit Briefs, filed by Office of the Consumers' Counsel ("OCC"), Ohioans For Affordable Energy ("OPAE") and the Ohio Marketers

[1] Duke Merit Brief, p. 7; Cinergy Corp. and DERS Merit Brief, p. 26; Staff Initial Brief, p. 7; OEG Initial Brief, p. 11.

[2] For purposes of this Reply Brief the term "Side Agreements" refers to the thirty-two agreements listed on Side Agreement reference table. See OCC witness Hixon's testimony, Attachment 18.

Group ("OMG") ask for findings of law and fact that find the May 19, 2004 stipulation (the "Stipulation") was partially the product of financial inducements paid for by Duke/CG&E and/or its affiliate(s) and, as such, fails the "bargained in good faith by knowledgeable parties" criteria for acceptance of a Stipulation.[3] The OCC, OPAE and OMG also take the position that Duke/CG&E failed to substantiate the new charges, including the Infrastructure Maintenance Fee ("IMF"), which followed from the November 23, 2004 Entry on Rehearing as required by the Supreme Court's remand. OCC and OPAE request rate relief from the tariffs filed in accordance with the November 23, 2004 Entry on Rehearing, while the OMG asks only that the IMF be made by-passable.

II. ARGUMENT

A. The Stipulation in the Duke\CG&E Rate Stabilization Case As Modified By The Commission Is In Full Force And Effect And Thus Must Be Addressed As Part of the Supreme Court Remand

As argued in their respective Briefs, Duke/CG&E, DERS/Cinergy Corp., OEG, and the Staff posit that the Stipulation was terminated by the Commission's subsequent modifications.[4] Believing the Stipulation was terminated prior to the November 23, 2004 Entry on Rehearing, these parties argue that there is no need to examine the Side Agreements. Further, DERS/Cinergy Corp. and Duke/CG&E argue that the Side Agreements themselves, which were contingent upon parties' support of the Stipulation, were rendered null and void in light of the earlier termination of the Stipulation.

On its face, the argument that the Stipulation has terminated is inconsistent with the Supreme Court's Remand. The proponents of this theory provide no support or

[3] OPAE Initial Brief, p. 4; OCC Initial Brief, pp. 70-71; and OMG Initial Brief, pp. 25-26.
[4] Staff Initial Brief, pp. 14-15; OEG Initial Brief, pp. 6-7; Duke Merit Brief, pp. 2, 5, and 7; and DERS Merit Brief, pp. 5 and 16.

rationale in their respective Initial Briefs. Nor could legal support be found. If the Stipulation was not valid why would the High Court remand with instruction to compel discovery about the Stipulation. More important the Commission's November 23, 2004 Entry on Rehearing affirms the existence of the Stipulation.

> ORDERED, that the stipulation be approved, to the extent and subject to the modifications and clarifications set forth in the September 29, 2004 opinion and order in these proceedings, as further modified by the entry on rehearing.[5]

If the modifications which the Commission added to Stipulation were so unacceptable to Duke/CG&E, and the signatory parties as to cause them to withdraw the now approved stipulation, then procedurally Duke\CG&E and the OEG should have filed for rehearing.[6] The only parties that sought rehearing of the November 23, 2004 Entry on Rehearing were the OCC and MidAmerican Energy Company, neither of whom were a signatory party to the Stipulation. The OCC ultimately appealed the matter to the Supreme Court alleging among other issues that the Stipulation violated the three criteria for accepting a stipulation[7], thus setting up the remand on the question of whether the Side Agreements invalidated the Stipulation.

Given this procedural background and the specific remand instruction from the Supreme Court to complete discovery on the Stipulation, it was somewhat surprising to find the Staff and Duke/CG&E and DERS/Cinergy Corp. arguing that the Stipulation was terminated by the November 23,2004 Entry on Rehearing. The Staff in its Initial Brief wrote:

---

[5] Entry on Rehearing November 23, 2004.
[6] Section 4903.10, Revised Code
[7] The three criteria are set out in Industrial Energy Users v. Pub. Util. Com. (1994), 68 Ohio St. 3d. 547.

> In fashioning the Entry on Rehearing[8] the Commission did not rely on any recommendation by a party (as it had when making the original Order) because there was no stipulation that had any vitality.[9]

Similarly, DERS/Cinergy Corp. in its Initial Brief states:

> However, as filed by the parties, the stipulation provided that all parties were released from any obligations thereunder [sic] if the Commission failed to approve the stipulation *without material modification.* Thus, the Commission's action effectively invalidated the stipulation and the parties believed that it ceased to exist upon issuance of the Commission's Opinion and Order.[10]

The Stipulation, however, does not contain an automatic termination provision; in fact, it has a specific provision that keeps the Stipulation in place with modifications unless and until a party within 30 days formally withdraws.

Quoting from page 3 of the Stipulation itself:[11]

> Upon the Commission's issuance of an Entry on Rehearing that does not adopt the Stipulation in its entirety without modification; any Party may terminate and withdraw from the Stipulation by filing a notice with the Commission within 30 days of the Commission's order on rehearing. Upon such notice of termination or withdrawal by any Party, pursuant to the above provisions, the Stipulation shall immediately become null and void. (Emphasis added).

A review of the docket card in this proceeding reveals that no party withdrew from the Stipulation within 30 days. In fact, at no time did any party withdraw from the Stipulation. Further, Duke/CG&E filed tariffs to implement the November 23, 2004 Entry on Rehearing an act which is mutually exclusive with rejection of the Commission modified Stipulation.

---

[8] The Entry on Rehearing here is the November 23, 2004 Entry quoted above.
[9] Initial Brief of the Staff of the Public Utilities Commission, p. 17.
[10] Merit Brief of Cinergy Corp. and Duke Energy Retail Sales LLC, p. 5.
[11] The Stipulation was filed on May 19, 2004 in Case No. 03-93-EL-ATA.

The fact that the Stipulation has not been terminated and is specifically part of the Duke/CG&E Rate Stabilization Order has two significant legal implications. First, it defeats any defense that examination of the side agreements is irrelevant because the Stipulation has terminated. Second, as more fully discussed in Section B below, it provides the context for the scope and use of the mandated discovery. The Supreme Court permitted the discovery so that the Commission could revisit whether the Stipulation was the product of financial inducements.

B. The Supreme Court Remand Allowing Discovery of the Side Agreements Applied To All Arrangements That Offered Financial Inducements In Exchange For Support of the Stipulation.

In its decision remanding to the Commission further discovery of the alleged side agreements, the Ohio Supreme Court stated:

> OCC argues that the existence of side agreements could be relevant to a determination that the stipulation was not the product of serious bargaining. OCC suggests that if CG&E and one or more of the signatory parties agreed to a side financial arrangement or some other consideration to sign the stipulation, that information would be relevant to the commission's determination of whether all parties engaged in "serious bargaining." We agree.[12]

The High Court then goes on to specifically find and order:

> We hold that the commission abused its discretion in barring discovery of side agreements in this matter based on a federal settlement privilege. We remand this matter to the commission and order that it compel disclosure of the requested information.[13]

The Commission has a statutory responsibility to supervise state-franchised monopolies. Accordingly, it goes without saying that permissible discovery in this remanded proceeding would be evidence necessary to determine whether or not "... CG&E and one or more of the signatory parties agreed to a side financial arrangement or some other

[12] Ohio Consumers' Counsel v. Pub. Util. Comm. (2006), 111 Ohio St. 3d 300 at 320.
[13] Consumers Counsel v. Pub. Util. Comm. (2006), 111 Ohio St. 3d 300 at 323.

consideration to sign the stipulation". Ohio Consumers' Counsel v. Pub. Util. Comm. 111 Ohio St. 3d 300 at 320. Following this clear mandate from the Supreme Court, the Hearing Examiners, as part of the January 2, 2007 Entry, permitted discovery of Side Agreements[14] between the Duke/CG&E and signatory parties to the Stipulation. Moreover, the Hearing Examiners permitted discovery of discussions and negotiations between the various Duke/CG&E family of companies, including Duke/CG&E's parent and subsidiaries, and members of the signatory trade associations as well as the trade associations themselves.

The discovery produced

The OEG argues that the Commission has provided discovery to OCC on "side agreements" well beyond that which a "technical" reading of the Court's Order would require.[15] Similarly, DERS/Cinergy Corp. argue that the "Court held that OCC should have received the discovery it requested in 2004 (not that which it requested in 2007) and that the Commission should determine whether any agreements produced in response to that discovery were relevant to the issue of whether any stipulation approved by the Commission was the produce of 'significant bargaining among capable, knowledge parties'."[16]

[14] The Hearing Examiners had previously issued subpoenas *duces tecum* for the Side Agreements. The January 2, 2007 Entry denied multiple motions to stay, deny, dismiss or protect discovery.
[15] OEG Initial Brief, p. 7.
[16] DERS Merit Brief, p. 16.

As discussed in OMG's Initial Brief,[17] the reasonableness standard for accepting stipulations is to encourage settlement by the assurance that rates are just and reasonable if informed and capable representatives of affected stakeholders agree to the proposed rates after serious negotiation. In the instant proceeding, Duke/CG&E appears to have tainted the "serious bargaining" with financial inducements.

The only conclusion that can be drawn from the support of a signatory party directly or indirectly receiving financial incentives is that the financial incentives are adequate, not that the rates are just and reasonable. Simply put, if a signatory party is receiving financial inducements, it cannot objectively endorse a rate it is not paying. These Side Agreements precluded serious bargaining among capable and knowledgeable parties. Accordingly, the Commission cannot use the Stipulation to establish the reasonableness of Duke Energy Ohio's standard service offer rates.

In reviewing prior Commission acceptance of stipulations, the High Court has disallowed stipulations when key stakeholders were excluded or did not join in the Stipulation.[18] In a similar fashion, the payment of financial inducements to the signatory parties which are not enjoyed by other similarly-situated effectively eliminates the support from that class of customers.

The Stipulation is opposed by the legal representative of residential consumers[19], a social action group[20] and the marketers.[21] Thus, it cannot be said that the Stipulation enjoys broad support among the stakeholders.

---

[17] See p. 7.
[18] Time Warner AxS v. Pub. Util. Comm. 75 Ohio St. 3d 233 (1996).
[19] OCC
[20] OPAE.

In the instant proceeding, certain parties have argued that deliberation of the Side Agreements is beyond the scope of the Commission's review.

OEG raises what it calls a "technical" argument noting that since the Supreme Court's order only approved the OCC discovery request from May 2004, no additional evidence can be produced or considered. The "technical" argument the OEG raises is the exclusion doctrine, by stating that the Commission abused it discretion by not compelling the OCC's May 2004 discovery, the Supreme Court meant to exclude the Commission from considering any other discovery. The exclusion argument must fail because the Court's Remand Order did not contain any limiting language. For example, the Supreme Court did not compel "only" the May 2004 discovery to be considered. Nor can such an exclusion be fashioned from other comments that the Court included in its decision. In fact, the intent of the High Court seems to be for inclusion of additional discovery, as noted in the quote above, the High Court agreed with the OCC's argument that financial inducements to signatory parties could nullify a stipulation. If an inference can be taken about the remand order it would be that the Commission must allow additional discovery to determine if financial inducements were offered and accepted. Now that such agreements have been found and confirm that millions of dollars have been paid, the Commission cannot turn a blind eye to the Side Agreements.

[21] OMG and Dominion Retail.

Duke/CG&E raises a similar technical defense. Duke/CG&E claims that, since the Side Agreements are between its parent or a sister affiliate, rather than the regulated utility, the Side Agreements fall out of the purview of the Supreme Court's decision and cannot be reviewed.[22] The Supreme Court affirmatively required that "CG&E" agreements must be produced, so CG&E's affiliate agreements with the signatory parties or their members cannot be considered by the Commission. Such a conclusion simply cannot be wrenched from the wording of the Supreme Court decision. There is no legal support for assuming an affirmative requirement to produce specific contracts creates an unarticulated prohibition on considering directly related agreements. Further, such a theory runs counter to the Commission's rule favoring broad discovery.[23]

If the Commission's authority to prevent rate discrimination could be avoided by merely injecting a non-regulated subsidiary to arrange financial inducements or grant the discounts a regulated utility could not legally grant, the Commission could not protect the public from monopolistic rents. Prior to electric restructuring, the Commission, in a telephone case, found that a utility's parent's practice of tying discounts on a regulated utility phone service to non-regulated cable service violated the non-discrimination standards established in Section 4905.33 and 4905.35 Revised Code. That exercise of Commission authority was affirmed by the Supreme Court in Ameritech Ohio v. Pub. Util. Comm., 86 Ohio St. 3d 78 (1999). In addition to the Sections 4905.33 and 4905.35 Revised Code, the General Assembly, as part of electric restructuring, specifically authorized the Commission to demand and enforce a Code of Conduct that separates the regulated from the non-regulated operations of utilities owned and operated by holding

[22] Duke/Energy Ohio Merit Brief, p. 2.
[23] Rule 4901-1-16 of the Ohio Administrative Code.

companies that conduct both utility and non-utility commercial operations (see Section 4929.17, Revised Code). Further, the General Assembly instructed the Commission to prevent preferential treatment between regulated utilities and their non-regulated affiliates (Section 4929.02(G), Revised Code). The OMG extensively addressed this argument in its Initial Merit Brief. Simply put, the Commission has not only the authority but the obligation to prohibit joint marketing efforts between regulated utilities and their non-regulated parents or subsidiaries.

Finally, the Staff sees no basis for additional analysis of the Side Agreements as it did not believe that evidence of a violation of Commission rule or corporate separation had been provided. "Staff sees only agreements with mutual compensation." Staff Initial Brief, p. 16. To reach this conclusion, Staff must first ignore the fact that the is a shell entity that has never conducted business as a CRES in the state of Ohio.

C. Regardless of When They Were Signed, The Side Agreements Were Consideration for Some Signatory Parties Supporting the Stipulation.

At page 25 of its Confidential Merit Brief, Duke/CG&E argues that the vast majority of contracts were signed after the close of the evidentiary record and, therefore, could not have affected the Commission's consideration of the case or the parties' positions with respect to the litigation of the Stipulation. Additionally, Duke/CG&E provides a "timeline" at page 28 of its Merit Brief that purportedly emphasizes the timing of the contracts in relation to these cases. Similarly, the OEG argues in its Initial Brief at page 7 that "many, if not all, of the allegedly offensive agreements became effective after the Stipulation was signed." The OEG further argues that "events occurring after the Stipulation was signed could not have affected the Stipulation itself." OEG Initial Brief, p. 7.

D. The IMF Charge Was Not Supported As A POLR Charge And Thus Cannot Be Made Non By-Passable.

The Supreme Court in Constellation NewEnergy v. Pub. Util. Comm., 104 Ohio St. 3d 530 (2004) held that the Commission could institute a Provider of Last Resort ("POLR") charge that the Court defined as "costs incurred by the utility for risks associated with its legal obligations as the default provider of electricity for customers who shop and then return to the utility for generation."[31] Because utilities can only provide the POLR service, it is a regulated service and, as such, is based on cost of service. In fact, in the aforementioned Constellation NewEnergy case, the Supreme Court held that POLR fees would be subject to cost justification and review in subsequent Commission reviews. The regulated POLR service is priced differently than non regulated energy commodity. Under Section 4928.14(A), Revised Code, the competitive generation cost is priced at market, while monopoly utility wire service is priced under Section 4909.18, Revised Code.

[31] See Constellation NewEnergy v. Pub. Util. Comm. (2004), 104 Ohio St. 3d 530 at 539, at footnote 5.

As noted above, the Supreme Court found that the Commission erred in allowing Duke to incorporate supplemental charges to its previously approved RSP without making on-the-record findings of fact or citing evidence that supported its decision. The High Court's remand to the Commission was to substantiate these supplemental charges. One such supplemental charge is the IMF, which did not appear until Duke/CG&E's application for rehearing following the Opinion and Order[32] which the Commission adopted as part of its November 23, 2004 Entry on Rehearing. As detailed on page 18 of its Initial Merit Brief, Duke/CG&E seek to fulfill the Supreme Court's Remand with Mr. Steffen's presentation of the cost estimates employed in the utility's original application – which did not contain an IMF charge. The IMF charge was *not* a part of the Stipulation or the original evidentiary hearing. Now in the remanded evidentiary hearing Mr. Stephens simply testifies that the rates created by the November 23, 2004 Entry on Rehearing provide less revenue to Duke/CG&E than it would have received under the Stipulation. With that, Duke/CG&E contend that the IMF charge is fully justified and should be recovered. Duke/CG&E believes that this argument is adequate to meet the Court's requirement on remand because the Commission previously found that the Stipulation produced a market based standard service price.[33]

There are at least five (5) reasons why Duke/CG&E's bold assertion fails. First, this argument is logically inconsistent with Duke/CG&E's position that the Stipulation terminated due to the November 23, 2004. If the Stipulation terminated on November 24, 2004 then it cannot be used a factual proof in remand hearing to verify either the nature or the cost of the IMF charge. Second, it should be noted that, if the Commission

[32] See the October 29, 2004 Application for Rehearing of CG&E in Case No. 03-93-EL-ATA at p. 12.
[33] Duke\CG&E Initial Brief, pp. 18-21.

subsequently concludes that the Stipulation was the product of financial inducements and favors to many of the signatory parties, no weight can be afforded to Mr. Steffens' testimony. After all, without the Stipulation, no Commission-approved rates would exist to enable Mr. Steffens to declare that Duke/CG&E will earn less revenues under the November 23, 2004 Entry on Rehearing than under the Stipulation.

Third, even if the Commission concludes that the Stipulation still meets the criteria for acceptance of a partial stipulation, Mr. Steffen's testimony still fails to adequately demonstrate that the IMF charge is properly categorized as a discrete non-bypassable charge for POLR service. This is the standard in order to make the IMF charge a non-bypassable fee. Mr. Steffen's testimony fails to justify the IMF charge as an essential POLR expense and, accordingly, the IMF charge must be made a by-passable charge.

Finally, under cross examination, Mr. Steffens testified that the IMF charge is not only a discrete charge for a specified service; rather it represents the overall amount of money that Duke/CG&E seeks to charge ratepayers for Rate Stabilization Service.[34] If the IMF is not a discrete charge for POLR service, then it must be a component of the market service price of providing generation and thus by-passable.

The evidence in this case also demonstrates that Duke/CG&E will not be harmed if the IMF charge is made by-passable. Indeed, to the extent that retail customers do not buy Duke/CG&E's generation, that generation is free to be sold on the open market. Mr. Rose testified that the generation portion of the market based standard service is currently below market price.[35] Thus, unless Duke/CG&E established that the IMF charge is a

[34] Tr. I, 121-123.
[35] Tr. I, 75-76.

discrete cost required to provide POLR service, there is no reason to believe that Duke/CG&E will not reach Mr. Steffens' target revenue because Duke/CG&E sells the surplus generation into the market. As a matter of logic, OMG notes that, if the Commission is correct that, an RSP is necessary because market prices are far above the RSP prices, then the Commission must also conclude that Duke/CG&E will not be harmed and, indeed, will benefit from selling its freed-up generation without any additional non by-passable charges.

In sum, Duke/CG&E bears the burden of proving that the IMF is a discrete POLR charge. Duke/CG&E failed to meet this burden. Accordingly, the Commission should conclude that the IMF charge should be made by-passable.

III. CONCLUSION

The Supreme Court's remand in this matter presented two important questions for the Commission's review. First, it required the Commission to hold an additional proceeding to review and set the correct charges for the rate components established in the November 23, 2004 Entry on Rehearing. Second, the Supreme Court distinguished the Constellation NewEnergy case and so required the Commission to review the Side Agreements to determine if any financial inducements led to support for the Stipulation. It is important to the customers of Duke/CG&E that the Commission establishes the proper market-based standard service and POLR fees for the remaining year and a half of the Rate Stabilization Plan. In addition, it is important to all retail electric customers in Ohio that the Commission clearly and unambiguously state that cash payments and exclusive discounts to selected customers in return for regulatory support cannot and will not be tolerated. Further, the mere existence of a shell subsidiary should not prevent the

Commission from investigating and enforcing the statutory separation of regulated and non-regulated business activities of the utilities that they are charged with regulating.

WHEREFORE, for the reasons articulated in its Initial and Reply Briefs, the OMG request:

A. The Commission find that the Stipulation fails the reasonableness test and should not be accepted for rate making purposes.

B. The Commission find that charging a customer less than the tariff rate for a tariff service is illegal regardless of how the discount is paid or who pays the discount.

C. The Commission find that a program whereby a non regulated affiliate which does not sell power, but makes cash payments to retail standard service retail customers of the utility violates Section 4928.02(G), Revised Code and Section 4928.17 Revised Code

D. The Commission find that the IMF is not a utility POLR charge and thus must be by-passable if it is charged at all.

Ohio Marketers Group does not ask that the option contracts be invalidated at this time because of the harm that may cause to the community, but in light of the anti competitive nature of the agreements, asks that Duke be required to meet with the Staff and the CRES authorized to make retail energy sales on the Duke\CG&E system to discuss how to remove barriers to shopping and report back to the Commission.

Respectfully submitted,

M. Howard Petricoff
Stephen M. Howard
VORYS, SATER, SEYMOUR AND PEASE LLP
52 East Gay Street, P.O. Box 1008
Columbus, Ohio 43216-1008
Tel: (614) 464-5414
Fax: (614) 719-4904
E-mail: mhpetricoff@vssp.com

Attorneys for The Ohio Marketers Group

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Confidential Reply Post-Hearing Brief of The Ohio Marketers Group was served by email on April 24, 2007 to all of the trial counsel on the special email list prepared by the Attorney Examiners. Non-confidential copies of the Reply Post-Hearing Brief were served on the following parties of record by email or first class mail this 24th day of April 2007.

M. Howard Petricoff
Stephen M. Howard

Thomas McNamee / Werner Margard
Stephen Reilly / Anne Hammerstein
thomas.mcnamee@puc.state.oh.us
stephen.reilly.@puc.state.oh.us
werner.margard@puc.state.oh.us
anne.hammerstein@puc.state.oh.us

Sally W. Bloomfield
Thomas J. O'Brien
Bricker & Eckler
100 S. Third Street
Columbus, OH 43215-4291
sbloomfield@bricker.com
tobrien@bricker.com
David F. Boehm
Boehm, Kurtz & Lowry
36 East Seventh St.
Suite 2110
Cincinnati, OH 45202
dboehmlaw@aol.com

Mary W. Christensen
Christensen Christensen & Devillers
401 N. Front Street
Suite 350
Columbus, OH 43215-2249
mchristesen@columbuslaw.org

John J. Finnigan, Jr.
CG&E
139 E. Fourth Street
25th Fl., Atrium II
P.O. Box 960
Cincinnati, OH 45202
jfinnigan@cinergy.com

Stacey Rantala / Craig G. Goodman
National Energy Marketers Assoc.
3333 K. Street, N.W., Suite 110
Washington, DC 20007
cgoodman@energymarketers.com
srantala@energymarketers.com

Ann M. Hotz
Larry Sauer
Office of Consumers' Counsel
10 W. Broad St., Suite 1800
Columbus, OH 43215
hotz@occ.com sauer@occ.state.oh.us

Anita M. Schafer
Cinergy Corp.
139 E. Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0961
Anita.Schafer@Cinergy.COM

Paul Colbert / Rocco D'Ascenzo
James Gainer / Michael Pahutski
Cinergy Corporation
155 E. Broad Street, Suite 21
Columbus, OH 43215
pcolbert@cinergy.com
mchael.pahutski@duke-energy.com

Michael L. Kurtz
Boehm, Kurtz & Lowery
2110 CBLD Center
36 East Seventh Street
Cincinnati, OH 45202
mkurtz@bkllawfirm.com

Shawn Leyden
PSEG Energy Resources & Trade LLC
80 Park Plaza
19th Floor
Newark, NJ 07102
shawn.leyden@pseg.com

Lisa McAllister
Kimberly Bojko
McNees, Wallace & Nurick
Fifth Third Center
21 E. State Street, 17th Fl.
Columbus, OH 43215
lgatchell@mwncmh.com

Noel F. Morgan
Legal Aid Society of Cincinnati
215 E. Ninth Street
Suite 200
Cincinnati, OH 45202
nmorgan@lascinti.org

Donald I. Marshall
Eagle Energy
4465 Bridgetown Road, Suite 1
Cincinnati, OH 45211-4439
eglenrg@aol.com

Arthur E. Korkosz
First Energy Corp.
76 South Main Street
Legal Dept., 18th Floor
Akron, OH 44308-1890
korkosza@FirstEnergyCorp.com

David C. Rinebolt
Ohio Partners For Affordable Energy
337 S. Main St.
4th Floor, Suite 5
P.O. Box 1793
Findlay, OH 45839-1793
drinebolt@aol.com

Barth E. Royer
Bell, Royer & Sanders Co., L.P.A.
33 South Grant Avenue
Columbus, OH 43215-3927
barthroyer@aol.com

Richard L. Sites
Ohio Hospital Association
155 East Broad St., 15th Fl.
Columbus, OH 43215-3620
ricks@ohanet.org

Dane Stinson, Esq.
William Adams, Esq.
Bailey Cavalieri LLC
10 W. Broad Street, Suite 2100
Columbus, OH 43215
dane.stinson@baileycavalieri.com

Michael D. Dortch
Kravitz, Brown & Dortch, LLC
145 East Rich Street
Columbus, OH 43215
mdortch@kravitzllc.com

Grand Antique Mall
9701 Reading Rd.
Cincinnati, OH 45215

Patrick Maue
Midwest Utility Consultants, Inc.
5005 Mallet Hill Dr.
Cincinnati, OH 45244

Lee Woodruff
Richards Industries Valve Group
3170 Wasson Road
Cincinnati, OH 45209

Rocco D'Ascenzo
Cinergy Corporation
155 E. Broad Street, Suite 21
Columbus, OH 43215
rocco.Dascenzo@duke-energy.com

cmooney2@columbus.rr.com
sam@mwncmh.com
dneilson@mwncmh.com
lmcallister@mwncmh.com
jbowser@mwncmh.com

WTTPMLC@aol.com
schwartz@evainc.com
rsmithla@aol.com
jkubacki@strategicenergy.com
eagleenergy@fuse.net

scott.farkas@puc.state.oh.us
jeanne.kingery@puc.state.oh.us

small@occ.state.oh.us