

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

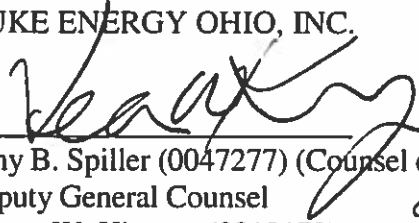
In the Matter of the Application of Ohio)
Edison Company, The Cleveland)
Illuminating Company, and the Toledo)
Edison Company for Authority to) Case No. 14-1297-EL-SSO
Provide for a Standard Service Offer)
Pursuant to R.C. 4928.143 in the Form)
of an Electric Security Plan.)

**MOTION FOR PROTECTIVE ORDER
BY
DUKE ENERGY OHIO, INC.**

Now comes Duke Energy Ohio, Inc., (Duke Energy Ohio or Company) and, pursuant to O.A.C. 4901-1-24 and O.A.C. 4901-1-12, moves for a protective order with regard to the potential release of certain of the Company's confidential information. The basis for Duke Energy Ohio's motion is set forth in the attached memorandum in support, which is incorporated herein by reference.

Respectfully submitted,

DUKE ENERGY OHIO, INC.



Amy B. Spiller (0047277) (Counsel of Record)
Deputy General Counsel
Jeanne W. Kingery (0012172)
Associate General Counsel
Duke Energy Business Services LLC
139 East Fourth Street
1303-Main
Cincinnati Ohio 45202
513-287-4359 (telephone)
513-287-4385 (facsimile)
amy.spiller@duke-energy.com (e-mail)
jeanne.kingery@duke-energy.com (e-mail)

MEMORANDUM IN SUPPORT

This case relates to an application filed by Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company (FE Utilities), seeking approval from the Public Utilities Commission of Ohio (Commission) for their next standard service offer for generation services. Duke Energy Ohio, Inc. (Duke Energy Ohio), is **not** a party to this proceeding.

As a part of its case in chief, the FE Utilities have offered expert testimony of Judah L. Rose, a consultant, to forecast prices. Interstate Gas Supply, Inc. (IGS), has previously subpoenaed confidential information from Duke Energy Ohio, related to prior expert testimony by Mr. Rose in a 2011 Duke Energy Ohio proceeding. After Duke Energy Ohio's motion to quash that subpoena was denied by the Commission, the Company provided the requested confidential information to IGS and to the FE Utilities.

As the hearing in the above-captioned proceedings is now underway and it appears that IGS may seek to use the confidential Duke Energy Ohio information on cross-examination, Duke Energy Ohio seeks a protective order from the Commission. In this regard, however, Duke Energy Ohio emphasizes its continuing disagreement with the Commission's granting of IGS's subpoena, on the grounds set forth in the Company's motion to quash, reply to IGS's memorandum contra the motion to quash, and application for interlocutory appeal. Furthermore, Duke Energy Ohio does not, by filing this motion for a protective order, concede any of the legal issues concerning confidentiality that are currently pending before the Commission in the Company's own electric security plan proceeding, in Case No. 14-841-EL-SSO, *et al.* Rather, the Company is simply seeking continuing protection for its confidential

information in response to the Commission's requirement that such information be released for use in the FE Utilities' above-captioned proceedings.

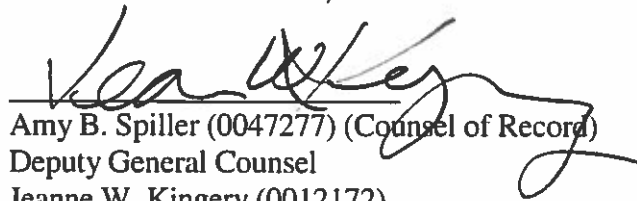
With that understanding, the Company moves that the Commission order any party herein that desires access to the Company's confidential information to execute a reasonable confidentiality agreement with the Company, based directly on the confidentiality agreement used in the Company's 2011 electric security plan proceedings, Case No. 11-3549-EL-SSO, *et al.*, as was the confidentiality agreement signed by IGS and by the FE Utilities on July 27, 2015, in the above-captioned proceeding.

For convenience purposes, an unexecuted copy of the confidentiality agreement to which the Company will agree is attached to this memorandum.

For all of the reasons discussed above, Duke Energy Ohio respectfully moves to have the Commission conclude that the attached confidentiality agreement is reasonable and, therefore, to issue a protective order, requiring the parties' execution of the attached confidentiality agreement, if such parties desire access to said confidential information.

Respectfully submitted,

DUKE ENERGY OHIO, INC.



Amy B. Spiller (0047277) (Counsel of Record)

Deputy General Counsel

Jeanne W. Kingery (0012172)

Associate General Counsel

Duke Energy Business Services LLC

139 East Fourth Street

1303-Main

Cincinnati, Ohio 45202

513-287-4359 (telephone)

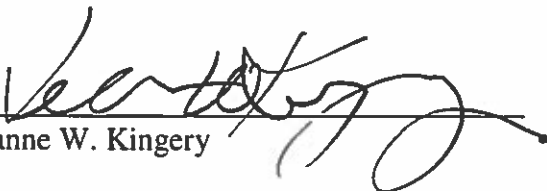
513-287-4385 (facsimile)

amy.spiller@duke-energy.com (e-mail)

jeanne.kingery@duke-energy.com (e-mail)

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was delivered by U.S. mail (postage prepaid), personal, or electronic mail, on this 2nd day of September, 2015, to the parties listed below.



Jeanne W. Kingery

David A. Kutik
Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114
dakutik@jonesday.com

James F. Lang
N. Trevor Alexander
Calfee, Halter & Griswold LLP
The Calfee Building
1405 East Sixth Street
Cleveland, Ohio 44114
jlang@calfee.com
tallexander@calfee.com

James W. Burk
Carrie M. Dunn
FirstEnergy Service Company
76 South Main Street
Akron, Ohio 44308
burkj@firstenergycorp.com
cdunn@firstenergycorp.com

Counsel for FirstEnergy Service Company

William Wright
Thomas McNamee
Thomas Lindgren
Attorney General's Office
Public Service Commission of Ohio
180 East Broad Street, 6th Floor
Columbus, Ohio 43215
William.wright@puc.state.oh.us
Thomas.mcnamee@puc.state.oh.us
Thomas.lindgren@puc.state.oh.us

Gregory Price
Mandy Willey Chiles
Attorney Examiners
Public Service Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215
Gregory.price@puc.state.oh.us
Mandy.willey@puc.state.oh.us

Kevin R. Schmidt
88 East Broad Street, Suite 1770
Columbus, Ohio 43215
schmidt@sppgrp.com

Counsel for the Energy Professionals of Ohio

Kimberly W. Bojko
Rebecca Hussey
Carpenter Lipps & Leland LLP
280 Plaza, Suite 1300
280 North High Street
Columbus, Ohio 43215
Bojko@carpenterlipps.com
Hussey@carpenterlipps.com

Counsel for the Ohio Manufacturers' Association Energy Group (OMAEG)

Jennifer L. Spinosi
Direct Energy
21 East State Street, 19th Floor
Columbus, Ohio 43215
Jennifer.spinosi@directenergy.com

Counsel for Direct Energy Services, LLC, Direct Energy Business, LLC and Direct Energy Business Marketing, LLC

Michael L. Kurtz
Kurt J. Boehm
Jody M. Kyler Cohn
Boehm, Kurtz & Lowry
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202
mkurtz@BKLawfirm.com
kboehm@BKLawfirm.com
jkylercohn@BKLawfirm.com

Counsel for the Ohio Energy Group

Joseph Olikier
6100 Emerald Parkway
Dublin, Ohio 43016
joliker@igsenergy.com

Counsel for Interstate Gas Supply, Inc.

Gerit F. Hull
Eckert Seamans Cherin & Mellot, LLC
1717 Pennsylvania Avenue, N.W.
12th Floor
Washington, DC 20006
ghull@eckertseamans.com

Counsel for Direct Energy Services, LLC, Direct Energy Business, LLC and Direct Energy Business Marketing, LLC

Samuel C. Randazzo
Frank P. Darr
Matthew R. Pritchard
McNees Wallace & Nurick LLC
21 East State Street, 17th Floor
Columbus, Ohio 43215
sam@mwncmh.com
fdarr@mwncmh.com
mpritchard@mwncmh.com

Counsel for Industrial Energy Users-Ohio

Christopher J. Allwein
Kegler Brown Hill & Ritter Co., LPA
65 East State Street, Suite 1800
Columbus, Ohio 43215
callwein@keglerbrown.com

Counsel for the Sierra Club

Larry S. Sauer
Kevin F. Moore
Maureen R. Grady
William J. Michael
Ajay K. Kumar
Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485
Larry.sauer@occ.ohio.gov
Kevin.moore@occ.ohio.gov
Maureen.grady@occ.ohio.gov
William.michael@occ.ohio.gov
Ajay.kumar@occ.ohio.gov
**Counsel for Office of Ohio Consumers'
Counsel**

Colleen L. Mooney
Ohio Partners for Affordable Energy
231 West Lima Street
Findlay, Ohio 45839-1793
cmooney@ohiopartners.org

**Counsel for Ohio Partners for Affordable
Energy**

Steven T. Nourse
Matthew J. Satterwhite
American Electric Power Service Corporation
1 Riverside Plaza 29th Floor
Columbus, Ohio 43215
stnourse@aep.com
mjsatterwhite@aep.com

Counsel for Ohio Power Company

Thomas J. O'Brien
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215-4291
tobrien@bricker.com

Counsel for the Ohio Hospital Association

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

Counsel for Ohio Hospital Association

Michael K. Lavanga
Garrett Stone
Owen Kopon
Brickfield, Burchette, Ritts & Stone, P.C.
1025 Thomas Jefferson Street, N.W.
8th Floor, West Tower
Washington, D.C. 20007
mkl@bbrslaw.com
gas@bbrslaw.com
ojk@bbrslaw.com

Counsel for Nucor Steel Marion

Barth E. Royer
Barth E. Royer, LLC
2740 East Main Street
Bexley, Ohio 43209
BarthRoyer@aol.com

Adrian Thompson
Taft Stettinius & Hollister, LLP
200 Public Square, Suite 3500
Cleveland, Ohio 44114-2302
athompson@taftlaw.com

**Counsel for The Cleveland Municipal
School District**

**Counsel for The Cleveland Municipal
School District**

Craig I. Smith
15700 Van Aken Blvd, Suite 26
Shaker Heights, Ohio 44140
wttplmc@aol.com

C. Todd Jones
Christopher L. Miller
Gregory H. Dunn
Jeremy M. Grayem
Ice Miller LLP
250 West Street
Columbus, Ohio 43215
Christopher.Miller@icemiller.com
Gregory.Dunn@icemiller.com
Jeremy.Grayem@icemiller.com

**Counsel for Material Sciences
Corporation**

Counsel for AICUO

Derrick Price Williamson
Spilman Thomas & Battle, PLLC
1100 Bent Creek Blvd., Suite 101
Mechanicsburg, PA 17050
dwilliamson@spilmanlaw.com

Lisa M. Hawrot
Spilman Thomas & Battle, PLLC
Century Centre Building
1233 Main Street, Suite 4000
Wheeling, WV 26003
lhawrot@spilmanlaw.com

Carrie M. Harris
Spilman Thomas & Battle, PLLC
310 First Street, Suite 1100
PO Box 90
Roanoke VA 24002
charris@spilmanlaw.com

**Counsel for Wal-Mart Stores East, LP and
Sam's East, Inc.**

Barbara A. Langhenry
Harold A. Madorsky
Kate E. Ryan
601 Lakeside Avenue, Room 106
Cleveland, Ohio 44114-1077
blanghenry@city.cleveland.oh.us
hmadorsky@city.cleveland.oh.us
kryan@city.cleveland.oh.us

Counsel for The City of Cleveland

Kenneth Kreider
Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202
kpkreider@kmklaw.com

Daniel W. Wolff
Richard Lehfelt
Crowell & Moring LLP
1001 Pennsylvania Avenue, N.W.
Washington, DC 20004
dwolf@crowell.com
rlehfelt@crowell.com

Counsel for CPV Shore, LLC

Joseph P. Meissner
Attorney Joseph Patrick Meissner and
Associates
5400 Detroit Avenue
Cleveland, OH 44102
meissnerjoseph@yahoo.com

**Counsel for Citizens Coalition Consumer
Protection Association Cleveland Housing
Network, and The Council for Economic
Opportunities in Greater Cleveland.**

Michael D. Dortch
Richard R. Parsons
Kravitz, Brown & Dortch, LLC
65 East State Street, Suite 200
Columbus, Ohio 43215
mdortch@kravitzllc.com
rparsons@kravitzllc.com

Counsel for Dynegy, Inc.

Trent Dougherty
1207 Grandview Avenue, Suite 201
Columbus, Ohio 43212-3449
tdougherty@theOEC.org

**Counsel for the Ohio Environmental
Council and Environmental Defense Fund**

John Finnigan
128 Winding Brook Lane
Terrace Park, Ohio 45174
jfinnigan@edf.org

**Counsel for the Ohio Environmental
Council and Environmental Defense Fund**

Thomas R. Hays
8355 Island Lane
Maineville, Ohio 45039
trhayslaw@gmail.com

**Counsel for City of Toledo, Lucas County
Board of Commissioners, City of
Perrysburg, Lake Township Board of
Trustees, City of Maumee, City of Oregon,
City of Northwood, Village of Waterville,
Village of Ottawa Hills, Perrysburg
Township and Village of Holland**

Marilyn L. Widman
Widman & Franklin, LLC
405 Madison Avenue, Suite 1550
Toledo, Ohio 43604
Marilyn@wflawfirm.com

Attorney for IBEW Local 245

Terrence O'Donnell
Dickinson Wright PLLC
150 East Gay Street, Suite 2400
Columbus, Ohio 43215
todonnell@dickinsonwright.com

**Counsel for Mid-Atlantic Renewable
Energy Coalition**

Leslie Kovacik
420 Madison Avenue
Toledo, Ohio 43604
LeslieKovacik@toledo.oh.gove

**Counsel for City of Toledo, Lucas County
Board of Commissioners, City of
Perrysburg, Lake Township Board of
Trustees, City of Maumee, City of Oregon,
City of Northwood, Village of Waterville,
Village of Ottawa Hills, Perrysburg
Township and Village of Holland**

Matthew R. Cox
Matthew Cox Law, Ltd.
88 East Broad Street, Suite 1560
Columbus, Ohio 43215
matt@matthewcoxlaw.com

Counsel for Smaller Enterprises

Glenn S. Krassen
Bricker & Eckler, LLP
1001 Lakeside Avenue, Suite 1350
Cleveland, Ohio 44114
gkrassen@bricker.com

**Counsel for Northeast Ohio Public Energy
Council**

Dane Stinson
Dylan Borchers
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215-4291
dstinson@bricker.com
dborchers@bricker.com

Counsel for Northeast Ohio Public Energy Council

Madeline Fleisher
Environmental Law & Policy Center
1207 Grandview Avenue, Suite 201
Columbus, Ohio 43212
mfeisher@elpc.org

Counsel for Environmental Law & Policy Center

M. Howard Petricoff
Michael J. Settineri
Gretchen L. Petrucci
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215
mhpetricoff@vorys.com
mjsettineri@vorys.com
glpetrucci@vorys.com

Counsel for Exelon Generation LLC and Constellation NewEnergy Inc.

Todd M. Williams
Shindler, Neff, Holmes, Worline & Mohler,
L.L.P.
300 Madison Avenue
1200 Edison Plaza
Toledo, Ohio 43604
twilliams@snhsllaw.com

Counsel for Monitoring Analytics, LLC

David C. Rineholt
Ohio Partners for Affordable Energy
231 West Lima Street
Findlay, Ohio 45840
drinebolt@ohiopartners.org

Counsel for Ohio Partners for Affordable Energy

F. Mitchell Dutton
700 Universe Blvd.
Juno Beach, FL 33408
Mitch.dutton@fpl.com

Counsel for NextEra Energy Power Marketing, LLC

Mark S. Yurick
Zachary D. Kravitz
Taft Stettinius & Hollister LLP
65 East State Street, Suite 1000
Columbus, Ohio 43215
myurick@taftlaw.com
zkravitz@taftlaw.com

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT (Agreement), dated as of _____, 2015, between Duke Energy Ohio, Inc., an Ohio corporation (Duke Energy Ohio or Providing Party) with offices at 139 East Fourth Street, Cincinnati, Ohio 45201; and _____ (Receiving Party).

WITNESSETH:

WHEREAS, the Receiving Party desires to receive Duke Energy Ohio's confidential information in Case No. 14-1297-EL-SSO (hereinafter collectively referred to as the Pending Case); and

WHEREAS, the Duke Energy Ohio and the Receiving Party (collectively, Parties) desire to ensure the confidentiality of such confidential information in connection with the Pending Case;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto, intending to be legally bound, agree as follows:

1. CONFIDENTIAL AND PROPRIETARY NATURE OF THE CONFIDENTIAL INFORMATION

The Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information (as defined below) and that any unauthorized disclosure or unauthorized use thereof by the Receiving Party may injure the Providing Party's business and/or the business of customer(s) of the Providing Party. The Receiving Party agrees to hold and keep the Confidential Information as provided in this Agreement and otherwise agrees to each and every restriction and obligation set forth in this Agreement.

2. CONFIDENTIAL INFORMATION

As used in this Agreement, the term Confidential Information means and includes any and all information that meets both of the following requirements:

- a. The information concerning the business and affairs of the Providing Party, however documented, that has been or may hereafter be provided or shown to the Receiving Party by the Providing Party or by the directors, officers, employees, agents, consultants, advisors, or other representatives including legal counsel, accountants and financial advisors (each, a Representative) of the Providing Party (collectively, the Providing Party Representatives) or is otherwise obtained from review of Providing Party documents or property or discussions with Providing Party Representatives by the Receiving Party or its attorneys or persons involved in the Pending Case, such as experts and anticipated witnesses, (each a Receiving Party's Representative or collectively the Receiving Party's Representatives) irrespective of the form of the

communication, and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party or the Receiving Party's Representatives containing or based, in whole or in part, on any information included in the foregoing; and

- b. The information contains trade secrets concerning the business and affairs of the Providing Party and or its customers, plant and product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), contracts, and any other information, however documented, that is a trade secret within the meaning of applicable law.

Confidential Information shall not include any oral information exchanged between the Parties that is not promptly reduced to writing and confirmed by the applicable Parties.

Further, Confidential Information shall not include any information of the Providing Party that:

- a. was or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or the Receiving Party's Representatives;
- b. was available, or becomes available, to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Providing Party or a Providing Party Representative, but only if (i) to the best of the Receiving Party's knowledge after due inquiry, the source of such information is not bound by a confidentiality agreement with the Providing Party or is not otherwise prohibited from transmitting such information to the Receiving Party or the Receiving Party's Representatives by a contractual, legal, fiduciary or other obligation, and (ii) the Receiving Party provides the Providing Party with prompt written notice of such prior possession; or
- c. was independently acquired or developed by the Receiving Party without violating any of its obligations under this Agreement.

3. RESTRICTED USE OF CONFIDENTIAL INFORMATION

The Receiving Party agrees that (a) it will keep confidential any and all Confidential Information and, except as provided in the following paragraph or as otherwise expressly permitted by the terms of this Agreement, will neither, without the specific prior written consent of the Providing Party, disclose any Confidential Information to any person (including the fact that the Confidential Information has been

made available to the Receiving Party or that the Receiving Party has inspected any portion of the Confidential Information); and (b) it will not use any of the Confidential Information for any reason or purpose other than to perform its obligations, if any, in the Pending Case.

The Receiving Party may disclose Confidential Information to those Representatives of the Receiving Party who (i) in the judgment of the Receiving Party, require access to such material for the purpose of assisting the Receiving Party in performing work directly associated with the Pending Case and (ii) are informed by the Receiving Party of the confidential nature of the Confidential Information and the obligations of this Agreement and agree to be bound by all the provisions hereof applicable to the receipt and use of Confidential Information by the Receiving Party. The Receiving Party agrees to be fully responsible for enforcing as to the Receiving Party's Representatives the obligations of this Agreement applicable to the Receiving Party and to take such action, legal or otherwise, to the extent necessary (including all actions that the Receiving Party would take to protect its own confidential information and trade secrets) to cause its Representatives to comply with such obligations.

4. DISCLOSURE REQUIRED BY LAW

If the Receiving Party or any of the Receiving Party's Representatives is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party or such Representative, as the case may be, will provide the Providing Party with prompt notice of such request so that it may seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, the Receiving Party or such Representative may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of its counsel, reasonably acceptable to the Providing Party, the Receiving Party is legally compelled or is otherwise required to disclose. In addition, the Receiving Party or such Representative shall use reasonable efforts to obtain reliable assurances that confidential treatment will be accorded any Confidential Information so disclosed.

5. RETURN OF CONFIDENTIAL INFORMATION

If the Receiving Party determines that it does not wish to proceed with the Pending Case or upon the conclusion of the Pending Case as evident by the issuance of a final order, then the Receiving Party, upon request of the Providing Party, (a) (i) will promptly deliver to the Providing Party all documents or other materials furnished by the Providing Party or any Providing Party Representative to the Receiving Party or the Receiving Party's Representatives constituting Confidential Information, together with all copies and summaries thereof in the possession or under the control of the Receiving Party or the Receiving Party's Representatives, and (ii) will destroy materials generated by the Receiving Party or the Receiving Party's Representatives that include or refer to any part of the Confidential Information, without retaining a copy of any such material; or (b) as an alternative to the procedure described in the preceding clause (a) if the

Providing Party gives its prior written consent, the Receiving Party will promptly destroy all documents or other matters constituting Confidential Information in the possession or under the control of the Receiving Party or the Receiving Party's Representatives and shall promptly certify the same in writing to the Providing Party (including in such certification a list of the destroyed materials).

6. REMEDIES

The Receiving Party understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by it or by the Receiving Party's Representatives and that the Providing Party will suffer irreparable harm because of any such breach of this Agreement. The Receiving Party further understands and agrees that the Providing Party will be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive relief as remedies for such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by the Receiving Party but shall be in addition to all other remedies available at law or equity.

7. MISCELLANEOUS

(a) Modification. The agreements set forth in this Agreement may be modified or waived only by a separate writing signed by the Providing Party and the Receiving Party expressly modifying or waiving such agreements.

(b) Waiver. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

(c) Person. The term person means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization or other entity.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such

determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

(e) Costs. The Receiving Party agrees that if it is held by any court of competent jurisdiction to be in violation, breach, or nonperformance of any of the terms of this Agreement, then it will pay all costs of such action or suit, including reasonable attorneys' fees.

(f) Assignment. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of laws principles thereof.

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by an appropriate officer thereunto duly authorized, all as of the date set forth at the beginning of this Agreement.

Duke Energy Ohio, Inc.

By: _____

By: _____

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/2/2015 3:30:53 PM

in

Case No(s). 14-1297-EL-SSO

Summary: Motion MOTION FOR PROTECTIVE ORDER

BY

DUKE ENERGY OHIO, INC.

electronically filed by Carys Cochern on behalf of Kingery, Jeanne W Ms.