

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Cynthia Wingo	)	
3737 Gateway Lakes Drive	)	
Grove City, Ohio 43123,	)	
	)	
Complainant,	)	Case No. 16-2401-EL-CSS
	)	
v.	)	
	)	
Nationwide Energy Partners, LLC	)	
230 West Street, Suite 150	)	
Columbus, Ohio 43215,	)	
	)	
Respondent.	)	

**ANSWER**

For its answer to the December 15, 2016 Complaint filed by Cynthia Wingo (the “Complainant”), Nationwide Energy Partners, LLC (“NEP”) asserts the following answers and defenses.

**FIRST DEFENSE**

The first three unnumbered paragraphs of the Complaint contain Complainant’s characterization of the Complaint to the Public Utilities Commission of Ohio (the “Commission”) to which no answer is required. To the extent the first unnumbered paragraph of the Complaint contains any allegations, NEP denies the allegations contained in the first unnumbered paragraph of the Complaint. To the extent the second unnumbered paragraph of the Complaint contains any allegations, NEP denies the allegations contained in the second unnumbered paragraph of the Complaint. The third paragraph of the Complaint contains no allegations and therefore no answer is required.

## **SECOND DEFENSE**

In response to the numbered paragraphs of the Complaint, NEP admits, denies, or otherwise responds as follows:

1. For its answer to paragraph 1 of the Complaint and upon information and belief, NEP admits that Complainant rents an apartment in the Gateway Lakes apartment complex, located in Grove City, Ohio, but is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in paragraph 1 of the Complaint.

2. For its answer to paragraph 2 of the Complaint, NEP admits that it is a limited liability company organized under the laws of Delaware and that the majority-owner of NEP is currently LMS PLC, a UK-based private equity firm, and denies the remaining allegations contained in paragraph 2 of the Complaint.

3. Paragraph 3 of the Complaint calls for a legal conclusion and therefore NEP denies the allegations contained in paragraph 3 of the Complaint.

4. Paragraph 4 of the Complaint calls for a legal conclusion and therefore NEP denies the allegations contained in paragraph 4 of the Complaint.

5. NEP incorporates by reference paragraphs 1 through 4 of its Answer to the Complaint as if fully restated herein, in response to paragraph 5 of the Complaint.

6. NEP denies the allegations contained in paragraph 6 of the Complaint.

7. NEP denies the allegations contained in paragraph 7 of the Complaint.

8. NEP admits that Complainant paid a \$150 security deposit but is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in paragraph 8 of the Complaint.

9. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in paragraph 9 of the Complaint.

10. For its answer to paragraph 10 of the Complaint, NEP admits that it sent Complainant a bill in January 2014 in the amount of \$650 after receiving Complainant's move-in information from Gateway Lakes, but is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in paragraph 10 of the Complaint.

11. For its answer to paragraph 11 of the Complaint, NEP admits that it received a partial payment from Complainant in the amount of \$150 on February 25, 2014, but is without sufficient information to enable NEP to either admit or deny the remaining allegations contained in paragraph 11 of the Complaint.

12. For its answer to paragraph 12 of the Complaint, NEP states that Complaint has repeatedly failed to pay current monthly charges, has sporadically made partial payments toward monthly bills submitted to her and submitted a late payment of \$160 on or around December 14, 2016, and denies the remaining allegations contained in paragraph 12 of the Complaint.

13. For its answer to paragraph 13 of the Complaint, NEP admits that it has assessed late fees for Complainant's delinquent payments and that current late fees total \$1,686.70, and denies the remaining allegations contained in paragraph 13 of the Complaint.

14. NEP admits that it has previously turned off electric service to Complainant's apartment in accordance with its contractual arrangement with the owner of Gateway Lakes, and denies the remaining allegations contained in paragraph 14 of the Complaint.

15. For its answer to paragraph 15 of the Complaint, NEP admits providing a document to Complainant labelled Customer Maintenance-Ledger dated October 10, 2016 and that the document attached as Exhibit A to the Complaint speaks for itself.

16. For its answer to paragraph 16 of the Complaint, NEP states that the document attached to the Complaint labelled as Exhibit A is a report that NEP is capable of generating for billings and payments, and denies the remaining allegations contained in paragraph 16 of the Complaint.

17. For its answer to paragraph 17 of the Complaint, NEP states that the document attached as Exhibit B to the Complaint speaks for itself.

18. For its answer to paragraph 18 of the Complaint, NEP states that the document attached as Exhibit B to the Complaint speaks for itself.

19. For its answer to paragraph 19 of the Complaint, NEP states that the documents attached as Exhibit B and Exhibit C to the Complaint speaks for themselves.

20. For its answer to paragraph 20 of the Complaint, NEP states that it issued the document attached as Exhibit C to Complainant and that the document attached as Exhibit C speaks for itself.

21. NEP denies the allegations contained in paragraph 21 of the Complaint.

22. Upon information and belief, NEP admits that Complainant contacted NEP after NEP issued the document attached as Exhibit C to the Complaint, but is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in paragraph 22 of the Complaint.

23. Upon information and belief, NEP admits that it informed Complainant on or around December 12, 2016 that it would agree to forgo disconnection of utilities to Complainant's apartment if Complainant made a payment of \$600 by December, 19, 2016, and denies the remaining allegations contained in paragraph 23 of Complaint.

24. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in paragraph 24 of the Complaint.

25. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in paragraph 25 of the Complaint.

26. For its answer to paragraph 26 of the Complaint, NEP states that there was no disconnection of electricity to Complainant's apartment in December 2016, and therefore, no answer is required to the allegations contained in paragraph 26 of the Complaint.

27. For its answer to paragraph 27 of the Complaint, NEP admits that none of the charges for any of the services it provides to the Gateway Lakes owner are disclosed in monthly bills rendered to the Complainant, that NEP does not publish these charges on its website, and that its website is [nationwideenergypartners.com](http://nationwideenergypartners.com), and denies the remaining allegations contained in paragraph 27 of the Complaint.

28. For its answer to paragraph 28 of the Complaint, NEP admits that none of the fees charged by NEP for any of the services it provides to the Gateway Lakes owner have been reviewed or approved by the Commission, denies that any such fees are required to be reviewed or approved by the Commission and states that interpretation of R.C. 4905.22, 4905.30, 4905.32 and 4909.18 are legal conclusions to which no answer is required.

29. For its answer to paragraph 29 of the Complaint, NEP admits that it does not possess a certificate of public convenience and necessity to provide water service, denies that it is required to possess a certificate of public convenience and necessity and states that interpretation of R.C. 4933.25 is a legal conclusion to which no answer is required.

30. For its answer to paragraph 30 of the Complaint, NEP admits that it does not possess a certificate of public convenience and necessity to provide sewer service, denies that it

is required to possess a certificate of public convenience and necessity and states that interpretation of R.C. 4933.25 is a legal conclusion to which no answer is required.

31. For its answer to paragraph 31 of the Complaint, NEP admits that it does not have a certified territory authorizing or requiring it to provide electric service, denies that it is required to have a certified territory and states that interpretation of R.C. 4933.83(A) is a legal conclusion to which no answer is required.

32. For its answer to paragraph 32 of the Complaint, NEP admits that it is not certified as a supplier of competitive retail electric service, denies that it is a supplier of competitive retail electric service, denies that it is required to be certified as a supplier of competitive retail electric service and states that interpretation of R.C. 4928.08(B) is a legal conclusion to which no answer is required.

33. For its answer to paragraph 33 of the Complaint, NEP states that it is not listed on the roles of the Commission as a public utility and has not applied to the Commission for an exemption from regulation as a public utility, and that the remaining allegations contained in paragraph 33 call for a legal conclusion and therefore NEP denies the remaining allegations contained in paragraph 33 of the Complaint.

34. For its answer to paragraph 34 of the Complaint, , NEP states that it does not have a service and billing arrangement with Complainant, states that actions taken related to services provided to the owner of Gateway Lakes are pursuant to NEP's contractual relationship with the owner of Gateway Lakes, and denies the remaining allegations contained in paragraph 34 of the Complaint.

35. NEP denies the allegations contained in paragraph 35 of the Complaint.

36. NEP denies the allegation contained in paragraph 36 of the Complaint.

37. Paragraph 37 of the Complaint calls for a legal conclusion and therefore NEP denies the allegations contained in paragraph 37 of the Complaint.

38. For its answer to Paragraph 38 of the Complaint, NEP incorporates by reference paragraphs 1 through 37 of this Answer to the Complaint as if fully restated herein.

39. For its answer to Paragraph 39 of the Complaint, NEP states that Rule 4901-9-01(E), Ohio Administrative Code speaks for itself.

40. NEP denies the allegations contained in paragraph 40 of the Complaint.

41. Paragraph 41 of the Complaint contains no allegations and therefore no answer is required.

42. For its answer to paragraph 42 of the Complaint, NEP is without sufficient knowledge to enable it to either admit or deny the allegation contained in paragraph 42 of the Complaint, and states that interpretation of Rule 4901-9-01(E) of the Ohio Administrative Code speaks for itself.

43. For its answer to paragraph 43 of the Complaint, NEP incorporates by reference paragraphs 1 through 42 of this Answer as if fully restated herein.

44. For its answer to paragraph 44 of the Complaint, NEP states that bills provided to Complainant include line items for “distribution charge” and “transmission charge” and that NEP provides commercial metering, billing and collection services to the owner of Gateway Lakes, and the remaining allegations contained in paragraph 44 of the Complaint.

45. NEP denies the allegations contained in paragraph 45 of the Complaint.

46. For its answer to paragraph 46 of the Complaint, NEP states that Revised Code Section 4905.22 speaks for itself.

47. For its answer to paragraph 47 of the Complaint, NEP states that Revised Code Section 4909.18 speaks for itself.

48. NEP denies that it provides noncompetitive retail electric service and denies the remaining allegations contained in paragraph 48.

49. NEP denies the allegations contained in paragraph 49 of the Complaint.

50. For its answer to paragraph 50 of the Complaint, NEP restates paragraphs 1 through 49 of this Answer as if fully restated herein.

51. For its answer to paragraph 51 of the Complaint, NEP states that its bills to Complainant include a line item for “generation charge,” but denies the remaining allegations contained in paragraph 51 of the Complaint.

52. Paragraph 52 calls for a legal conclusion to which no answer is required.

53. For its answer to paragraph 53 of the Complaint, NEP admits that in the last eight years, NEP has neither applied for, nor has the Commission approved, an application or certification for NEP to provide a component of competitive retail electric service.

54. NEP denies the allegations contained in paragraph 54 of the Complaint.

55. For its answer to paragraph 55 of the Complaint, NEP incorporates by reference paragraphs one through 54 as if fully restated herein.

56. Paragraph 56 calls for a legal conclusion to which no answer is required.

57. For its answer to paragraph 57 of the Complaint, NEP admits that Gateway Lakes is located within the geographic boundaries of AEP Ohio’s certified territory.

58. NEP denies the allegations contained in paragraph 58 of the Complaint.

59. NEP denies the allegations contained in paragraph 59 of the Complaint.



60. For its answer to paragraph 60 of the Complaint, NEP incorporates by reference paragraphs 1 through 62 of this Answer as if fully restated herein.

61. NEP admits that its bills to Complainant contained a line item for “water charges,” and denies the remaining allegations contained in paragraph 61 of the Complaint.

62. Paragraph 62 of the Complaint calls for a legal conclusion to which no answer is required.

63. NEP denies the allegations contained in paragraph 63 of the Complaint.

64. NEP denies the allegations contained in paragraph 64 of the Complaint.

65. For its answer to paragraph 65 of the complaint, NEP incorporates by reference its paragraphs 1 through 64 of this Answer as if fully restated herein.

66. For its answer to paragraph 66 of the Complaint, NEP admits that bills to complainant include a line item for “sewer charge” and denies the remaining allegations contained in paragraph 66 of the Complaint.

67. For its answer to paragraph 67 of the Complaint, NEP states that Revised Code Section 4933.25 speaks for itself.

68. NEP denies the allegations contained in paragraph 68 of the Complaint.

69. NEP denies the allegations contained in paragraph 69 of the Complaint.

70. For its answer to paragraph 70 of the Complaint, NEP incorporates by reference paragraphs 1 through 69 of this Answer as if fully restated herein.

71. For its answer to paragraph 71 of the Complaint, NEP states that Revised Code Section 4928.10 speaks for itself.

72. Paragraph 72 calls for a legal conclusion to which no answer is required.

73. Paragraph 73 calls for a legal conclusion to which no answer is required.

74. For its answer to paragraph 74 of the Complaint, NEP incorporates by reference paragraphs 1 through 73 of this Answer as if fully restated herein.

75. For its answer to paragraph 75 of the Complaint, NEP states that Revised Code Sections 4928.11(A) speaks for itself.

76. Paragraph 76 calls for a legal conclusion to which no answer is required.

77. Paragraph 77 of the Complaint calls for a legal conclusion to which no answer is required.

78. For its answer to paragraph 78 of the Complaint, NEP incorporates by reference paragraphs 1 through 77 of this Answer as if fully restated herein.

79. Paragraph 79 calls for a legal conclusion to which no answer is required.

80. Paragraph 80 of the Complaint calls for a legal conclusion and therefore NEP denies the allegations contained in paragraph 80 of the Complaint.

81. Paragraph 81 calls for a legal conclusion to which no answer is required.

82. For its answer to paragraph 82 of the Complaint, NEP restates paragraphs 1 through 81 of this Answer as if fully restated herein.

83. For its answer to paragraph 83 of the Complaint, NEP states that Rule 4901:1-21-05(C) of the Ohio Administrative Code speaks for itself.

84. For its answer to paragraph 84 of the Complaint, NEP states that pursuant to its contractual obligations with the owner of Gateway Lakes, rates upon which bills sent to Complainant are based are intended to be similar to the rates charged for residential service including all applicable riders and fees, and denies the remaining allegations contained in paragraph 84 of the Complaint.

85. For its answer to paragraph 85 of the Complaint, NEP states that the first sentence of paragraph 85 calls for a legal conclusion to which no answer is required and that NEP is without sufficient information to admit or deny the remaining allegations contained in the second sentence of paragraph 85 of the Complaint.

86. For its answer to paragraph 86 of the Complaint, NEP states that pursuant to its contractual obligations to the owner of Gateway Lakes, rates upon which bills sent to Complainant are based are intended to be similar to the rates charged for residential service including all applicable riders and fees, and denies the remaining allegations contained in paragraph 86 of the Complaint.

87. For its answer to paragraph 87 of the Complaint, NEP states that the fourth paragraph of Exhibit D attached to the Complaint contains the language quoted in paragraph 87 of the Complaint, and denies the remaining allegations contained in paragraph 87 of the Complaint.

88. NEP denies the allegations contained in paragraph 88 of the Complaint.

89. NEP denies the allegations contained in paragraph 89 of the Complaint.

90. NEP denies the allegations contained in paragraph 90 of the Complaint.

91. For its answer to paragraph 91 of the Complaint, NEP incorporates by reference paragraphs 1 through 90 of this Answer as if fully restated herein.

92. NEP denies the allegation contained in paragraph 92 of the Complaint.

93. NEP denies the allegation contained in paragraph 93 of the Complaint.

94. NEP denies the allegation contained in paragraph 94 of the Complaint.

95. NEP denies the allegation contained in paragraph 95 of the Complaint.

96. NEP denies the allegation contained in paragraph 96 of the Complaint.

97. NEP denies the allegation contained in paragraph 97 of the Complaint.
98. NEP denies the allegation contained in paragraph 98 of the Complaint.
99. NEP denies the allegation contained in paragraph 99 of the Complaint.
100. NEP denies the allegation contained in paragraph 100 of the Complaint.
101. NEP denies the allegation contained in paragraph 101 of the Complaint.
102. NEP denies the allegation contained in paragraph 102 of the Complaint.
103. NEP denies the allegations contained in paragraph 103 of the Complaint.
104. NEP denies the allegation contained in paragraph 104 of the Complaint.
105. In response to Complainant's Prayer for Relief, NEP denies that any relief requested is warranted and denies all allegations contained in the Prayer for Relief and all subparts.
106. NEP denies each and every allegation contained in the Complaint not expressly admitted to be true herein.

### **THIRD DEFENSE**

107. Defendant's Complaint fails to state a claim upon which relief may be granted.

### **FOURTH DEFENSE**

108. The Commission does not have subject matter jurisdiction over the Complaint.

### **FIFTH DEFENSE**

109. The Commission does not have personal jurisdiction over NEP.

### **SIXTH DEFENSE**

110. Complainant lacks standing to bring the Complaint.

## **SEVENTH DEFENSE**

111. NEP reserves the right to assert any and all affirmative defenses and other matters as this matter proceeds.

WHEREFORE, NEP respectfully requests that Complainant's Complaint be dismissed against it.

Respectfully submitted,

/s/ Michael J. Settineri

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Attorneys for

Nationwide Energy Partners, LLC

### **CERTIFICATE OF SERVICE**

The Public Utilities Commission of Ohio's e-filing system will electronically serve notice of the filing of this document on the parties referenced on the service list of the docket card who have electronically subscribed to the case. In addition, the undersigned hereby certifies that a copy of the foregoing document is also being served (via electronic mail) on the 5<sup>th</sup> day of January 2017 upon the persons listed below.

Mark A. Whitt at:	<a href="mailto:whitt@whitt-sturtevant.com">whitt@whitt-sturtevant.com</a>
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/s/ Michael J. Settineri  
Michael J. Settineri

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Summary: Answer to Complaint electronically filed by Mr. Michael J. Settineri on behalf of  
Nationwide Energy Partners, LLC